



## Magnolia Public Schools

### Regular Board Meeting

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#### Date and Time

Thursday August 7, 2025 at 5:30 PM PDT

#### Location

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

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#### Access to the Board Meeting

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

- Magnolia Science Academy-1 (18238 Sherman Way, Reseda, CA 91335)
- Magnolia Science Academy-2 (17125 Victory Blvd, Van Nuys, CA 91406)
- Magnolia Science Academy-3 (1254 E Helmick St, Carson, CA 90746)
- Magnolia Science Academy-4 (11330 W Graham Place, Los Angeles, CA 90064)
- Magnolia Science Academy-5 (18238 Sherman Way, Reseda, CA 91335)
- Magnolia Science Academy-6 (745 S. Wilton Ave, Los Angeles, CA 90005)
- Magnolia Science Academy-7 (18355 Roscoe Boulevard, Northridge, CA 91325)
- Magnolia Science Academy-8 (6411 Orchard Ave, Bell, CA 90201)
- Magnolia Science Academy-Santa Ana (2840 W 1st Street, Santa Ana, CA 92703)
- Magnolia Science Academy-San Diego (6525 Estrella Ave, San Diego, CA 92120)
- Magnolia Science Academy-Orange County Office (3100 E Miraloma Ave., Suite 210, Anaheim, CA 92806)

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

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

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

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

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

**Accessibility**

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

Any public records relating to an agenda item for an open session which are distributed to all, or a majority of all, of the Board Members shall be available for public inspection.

**Public Comment Procedures**

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

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

For any questions regarding this meeting please email [board@magnoliapublicschools.org](mailto:board@magnoliapublicschools.org) or call (213) 628-3634 ext. 21101.

**Board Members:**

Mr. Mekan Muhammedov, Chair

Ms. Sandra Covarrubias, Vice-Chair

Dr. Umit Yapanel

Dr. Salih Dikbas

Ms. Diane Gonzalez

**Student Board Member:**

Ms. Sofia Perez

**CEO & Superintendent:**

Mr. Alfredo Rubalcava

**Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:30 PM</b>
Opening Items			
<b>A.</b> Call the Meeting to Order			1 m
<b>B.</b> Pledge of Allegiance			1 m
<b>C.</b> Record Attendance and Guests			1 m
<b>D.</b> Approval of Agenda	Vote		1 m
<b>E.</b> Public Comments			3 m
<b>F.</b> Announcements - CEO & Superintendent, Board, Student Board Member			5 m
<b>G.</b> Approval of Minutes from MPS Regular Board Meeting - July 10, 2025	Approve Minutes		1 m
<b>II. Closed Session</b>			<b>5:43 PM</b>
<b>A.</b> Public Announcement of Closed Session	FYI		1 m
<b>B.</b> Conference with Legal Counsel – Anticipated Litigation			10 m
Initiation of litigation pursuant to §54956.9(c): 1 case			
<b>C.</b> Conference with Real Property Negotiations (§ 54956.8)			15 m
Property: 1115-1125 Lillian Way, 6331-6363 Santa Monica Boulevard, 6325 Santa Monica Boulevard, Los Angeles, CA			
Agency Negotiation: Alfredo Rubalcava			
Negotiating Parties: Magnolia and Current Owner of Property			

	Purpose	Presenter	Time	
Under Negotiation: Terms of Potential Purchase including Price				
D.	Public Employee Discipline/Dismissal Release (§ 54957)		20 m	
E.	Report Out of Closed Session	FYI	1 m	
III.	Action Items		6:30 PM	
A.	Approval of Revised 2025-26 Adopted Budgets for Magnolia Science Academy-1, Magnolia Science Academy-Santa Ana & Magnolia Science Academy-Orange County	Vote	Steve Budhreja	10 m
B.	Approval of Board Resolution for Magnolia Science Academy-1 for Elimination of Position(s) for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
C.	Approval of Board Resolution for Magnolia Science Academy-Santa Ana for Creation and Elimination of Position(s) for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
D.	Approval of Board Resolution for Magnolia Science Academy-Orange County for Creation and Elimination of Position(s) for the Improvement of Educational Programs for Students	Vote	Fiorella Del Carpio	5 m
E.	Approval of Material Revision Board Resolutions for Magnolia Science Academy-4 and Magnolia Science Academy-6	Vote	Andrew Zarnich	5 m
F.	Approval of Charter Renewal Board Resolution for Magnolia Science Academy-4	Vote	Andrew Zarnich	5 m
IV.	Information/Discussion Items		7:05 PM	
A.	Ethics Training & Brown Act Training	Discuss	YM&C	120 m
B.	Enrollment Update	Discuss	Brenda Olivares	10 m

	Purpose	Presenter	Time
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<b>V.</b>	<b>Action Items</b>		<b>9:15 PM</b>
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<b>A.</b>	Approval of Change Order #12 – Dry Utilities for the Magnolia Science Academy-5 Project	Vote	Patrick Ontiveros	5 m
<b>B.</b>	Approval of Financing Agreement Between Magnolia Public Schools and Customers Bank	Vote	Steve Budhreja	10 m
<b>C.</b>	Approval of Charter School Facility Program Application by MPS on Behalf of Magnolia Science Academy-2, 3, 4, 5, 6, 7 and Orange County	Vote	Patrick Ontiveros	5 m
<b>D.</b>	Approval of MPS Transportation Policy	Vote	Suat Acar	5 m
<b>E.</b>	Approval of MPS Safety Manual & Injury Illness Prevention Program (IIPP)	Vote	Suat Acar	5 m
<b>F.</b>	Approval of Updated 2025-26 English Learner (EL) Master Plan	Vote	Katie Mann	5 m
<b>G.</b>	Approval of EPI Construction to Provide Parking Lot Improvement Services for Magnolia Science Academy-1	Vote	Patrick Ontiveros	5 m
<b>H.</b>	Approval of the Revised General Employee Evaluation Protocol	Vote	David Yilmaz	5 m
<b>I.</b>	Approval of Selection of Vendor(s) for Special Education Instruction and Related Services	Vote	Gokhan Serce	5 m

<b>VI.</b>	<b>Closing Items</b>		<b>10:05 PM</b>
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<b>A.</b>	Adjourn Meeting			1 m
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## Coversheet

### Approval of Minutes from MPS Regular Board Meeting - July 10, 2025

<b>Section:</b>	I. Opening Items
<b>Item:</b>	G. Approval of Minutes from MPS Regular Board Meeting - July 10, 2025
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for Regular Board Meeting on July 10, 2025

APPROVED



## Magnolia Public Schools

### Minutes

#### Regular Board Meeting

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**Date and Time**

Thursday July 10, 2025 at 5:00 PM

**Location**

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

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**Board Members:**

Mr. Mekan Muhammedov, Chair  
Ms. Sandra Covarrubias, Vice-Chair  
Dr. Umit Yapanel  
Dr. Salih Dikbas  
Ms. Diane Gonzalez

**Student Board Member:**

Ms. Sofia Perez

**CEO & Superintendent:**

Mr. Alfredo Rubalcava

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**Directors Present**

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

**Directors Absent**

S. Covarrubias

**Guests Present**

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J. Lara

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## I. Opening Items

### A. Call the Meeting to Order

M. Muhammedov called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Jul 10, 2025 at 5:44 PM.

### B. Pledge of Allegiance

Board, staff and guests conducted the pledge of allegiance.

### C. Record Attendance and Guests

Refer to the attendance information recorded above. S. Perez, Student Board Member, was present at the meeting.

### D. Approval of Agenda

M. Muhammedov made a motion to approve the agenda as presented.

D. Gonzalez seconded the motion.

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

#### Roll Call

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

### E. Public Comments

No public comments were made at this time.

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

S. Perez, Student Board Member, announced her excitement to join her first Board Meeting as the Student Board Member. Board Members welcomed her.

### G. Approval of Minutes from MPS Regular Board Meeting - June 26, 2025

M. Muhammedov made a motion to approve the minutes from Regular Board Meeting on 06-26-25.

S. Dikbas seconded the motion.

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

#### Roll Call

U. Yapanel	Aye
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**Roll Call**

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

**H. Approval of Minutes from MPS Special Board Meeting - June 26, 2025**

M. Muhammedov made a motion to approve the minutes from Special Board Meeting on 06-26-25.

S. Dikbas seconded the motion.

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

**Roll Call**

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

**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 on anticipated litigation, conference with real property negotiations, and public employee performance evaluation for the CEO & Superintendent.

**B. Conference with Legal Counsel – Anticipated Litigation**

Item was discussed in Closed Session.

**C. Conference with Real Property Negotiations (§ 54956.8)**

Item was discussed in Closed Session.

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

Item was discussed in Closed Session.

**E. Report Out of Closed Session**

M. Muhammedov, reported at 6:59pm that on the item of conference with legal counsel on anticipated litigation, the Board took no action deligated staff to take necessary actions. On the item of conference with real property negotiations, the Board took no action guided staff on next steps. On the item of public employee performance evaluation

for the CEO & Superintendent, the Board will report and take action during the action item on the agenda for the approval of CEO contract.

### III. Consent Items

#### A. Approval of MPS 2025-26 Student/Parent Handbook

S. Dikbas made a motion to approve the MPS 2025-26 Student/Parent Handbook.

M. Muhammedov seconded the motion.

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

##### Roll Call

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

#### B. Approval of Board Resolution to Establish a Charter Schools Enterprise Fund for Magnolia Science Academy-Orange County

M. Muhammedov made a motion to approve the Resolution to Establish an Enterprise Fund for Magnolia Science Academy–Orange County.

S. Dikbas seconded the motion.

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

##### Roll Call

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

#### C. Approval of Board Resolution to Establish a District Number for Magnolia Science Academy-Orange County

M. Muhammedov made a motion to approve the Resolution to Establish a Charter Number for Magnolia Science Academy–Orange County.

D. Gonzalez seconded the motion.

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

##### Roll Call

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

### IV. Action Items

#### A. Approval of Material Revision Board Resolution for Magnolia Science Academy-4

A. Zarnich, Director of Charter Petitions and Reporting, reported on the submission of the authorization for the submission of the Material Revision for Magnolia Science Academy (MSA)-4 to the Los Angeles Unified School District (LAUSD). He reported on the process and the call for action that triggered this submission which relates to the relocation of the school and enrollment change. Board Members expressed their excitement for this upcoming change.

M. Muhammedov made a motion to approve the resolution authorizing the submission of a Material Revision to the Los Angeles Unified School District for Magnolia Science Academy 4 and grant authority to the CEO & Superintendent to sign and submit the Material Revision application and all related documents.

S. Dikbas seconded the motion.

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

##### Roll Call

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

#### B. Approval of MPS Electronic Devices and Cell Phone Policy

M. Wittek, Director of Student Services, reported that the Board was updated on this policy as an informational item at an earlier board meeting. She added that the policy is in line with the new California state law which the cell phone policy would help lower distractions that takes students away from learning. Additionally, she added that educational partners were engaged for input and legal counsel assisted in its draft. She went over the components of the policy. Board Members questions were addressed by staff. S. Perez, Student Board Member, voiced approval for the plan in place.

S. Dikbas made a motion to approve Magnolia Public Schools (MPS) Electronic Devices and Cell Phone Policy and for staff to proceed with updating the 2025-26 MPS Student/Parent Handbook and website with that policy.

M. Muhammedov seconded the motion.

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

##### Roll Call

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

#### C. Approval of Proposed Pilot: The Commons - Student Cell Phone Use Solution App for Magnolia Science Academy-1 and 5

M. Wittek, Director of Student Services, reported that part of the diligence in the implementation of the cell phone policy was looking at options on how to keep students safe while also focusing on the learning environment and upholding the policy. She added that the ask is to approve the digital application, The Commons, to pilot it at Magnolia Science Academy (MSA)-1 and MSA-5. She reported on the usage and tools of the application that would benefit the execution of the policy while also aligning with the California Ed Code. She also added that this would involve parents and educational partners. Board Members questions were addressed by staff and representatives of, The Commons, Julia and Shanon.

S. Dikbas made a motion to approve the proposed pilot of: The Commons – Student Cell Phone Use Solution App for Magnolia Science Academy-1 & 5 for the 2025-2026 school year.

M. Muhammedov seconded the motion.

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

#### **Roll Call**

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

### **D. Approval of MPS Suicide Prevention Policy**

M. Wittek, Director of Student Services, reported that the Board last approved this policy back in 2020. She went over the updates to the Suicide Prevention Policy that came post-pandemic. She added that in addition to a Crisis team that would be at the Home Office level, she is working with Departments to ensure the expectations on staff training is aligned and that the requirements to the students' identification cards and auto reply emails with resources are added.

M. Muhammedov made a motion to approve Magnolia Public Schools (MPS) Suicide Prevention Policy and for staff to proceed with updating the 2025-26 MPS Student/Parent Handbook and website with that policy.

S. Dikbas seconded the motion.

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

#### **Roll Call**

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

### **E. Approval of Board Resolution to Delegate Authority to CEO for Organizational Restructuring Decisions for MPS Network**

F. Del Carpio, Chief People Officer, reported on the limited authority to the CEO & Superintendent to make staffing decisions such as creating, eliminating, and reclassifying positions within the Board approved budgets. She added that this is to support timely response to staffing needs across MPS network. She added within the resolution, there is no authority for staff to use reserves or approve major restructuring without Board approval. Staffing changes must align to the mission, stay within the approved budget, and be vetted by the executive team. Board voiced their opinions on the process and to ensure transparency.

M. Muhammedov made a motion to approve the resolution to delegate limited authority to the CEO/Superintendent to approve staffing changes (creation, elimination, or reclassification of positions) within approved budgets, supported by a systematized workflow and transparent reporting mechanisms.

S. Dikbas seconded the motion.

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

#### Roll Call

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

### F. Approval of CCDB-2 Magnolia Science Academy-5 Project

K. Jimenez, Assistant Facilities Project Manager, reported on the change order for the Magnolia Science Academy(MSA)-5 project. She reported that the change order would assist with keeping the project on schedule on time. In addition staff and Gateway would continue to monitor the work carefully. She went over the breakdown of the change order costs. M. Muhammedov, Board Chair, added that he was briefed on this item by staff as the Chair of the Audit/Facilities Committee, and added that what was presented was thoroughly checked and that the changes are needed for the project to continue.

M. Muhammedov made a motion to approve Change Order #011 from Pro-Craft Construction, Inc. in the amount of Two Hundred Eighty-Eight Thousand Seven Hundred Sixty-Two and 04/100 Dollars (\$288,762.04) for the MSA-5 7111 Winnetka Ave. project (the "Project").

S. Dikbas seconded the motion.

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

#### Roll Call

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

### G.

## Approval of Tenant Improvement Project Proposal for Magnolia Science Academy- Orange County Anaheim at 412 W Carl Karcher Way Anaheim, CA 92801

K. Jimenez, Assistant Facilities Project Manager, reported on Zingo Construction to do tenant improvement project at the 412 Anaheim site where Magnolia Science Academy- Orange County will be. She went over the request for proposal (RFP) process and the proposals received. She reported that the selection committee determined that Zingo was the best option for the project. She added that the time for completion would be by the end of July. Board Members questions were addressed by staff.

M. Muhammedov made a motion to approve the selection of Zingo Construction to perform tenant improvements at 412 W. Carl Karcher Way, Anaheim, CA 92801 (the "Project") for a total base fee of \$202,100. In addition, staff recommends the inclusion of a 10% contingency (\$20,210) to cover any unforeseen expenses that may arise during the project, bringing the total project authorization to \$222,310.

S. Dikbas seconded the motion.

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

### Roll Call

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

## H. Public Read Out of CEO Compensation

M. Muhammedov, Board Chair reported: "Regarding the CEO contract approval, I am legally required to publicly disclose the terms of any employment contract or addendum affecting the CEO. The proposed Addendum sets a new annual base salary of \$281,500. All other terms of the CEO's employment remain as stated in the 2024 Employment Agreement. If approved today, the CEO's total compensation will be as follows, retroactively effective for July 1, 2025: (1) Two years remaining on a three year term of employment; (2) A work schedule of a minimum of 246 days annually; (3) An annual base salary of \$281,500 for the 2025-2026 school year; (4) Sick Leave, 48 hours of which will be frontloaded, with the rest to accrue over the year; (5) Vacation leave to accrue at the rate of 20 days per year; (6) Two floating holidays per year; (7) \$22,594.44 toward annual health benefit premiums; (8) Basic term life insurance and long-term disability insurance as provided to other MPS employees; (9) Reimbursement of up to \$1,000 per year for professional membership and dues; (10) Up to \$5,000 per year for tuition repayment assistance; (11) \$51,856.56 in mandatory contributions to CalSTRS.

I would also note that the annual salary is in keeping with the compensation comparability study adopted by the Board on June 26, 2025."

## I. Approval of CEO Contract

The Board voiced that it has been a pleasure to work alongside A. Rubalcava, CEO & Superintendent. Voiced that this year has been a lot of growth, challenges and

accomplishments. A. Rubalcava, thanked everyone at Magnolia the accomplishments and testament of everyone.

M. Muhammedov made a motion to approve the addendum to the fixed-term employment agreement for Alfredo Rubalcava, CEO & Superintendent of Magnolia Public Schools effective retroactive to July 1, 2025.

D. Gonzalez seconded the motion.

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

**Roll Call**

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

**V. Information/Discussion Items**

**A. Enrollment Update**

F. Cristerna-Adame, Senior Project Director of Growth & Expansion, provided detailed updates on the enrollment across all Magnolia school sites. In addition she went over the enrollment for the new Anaheim and Placentia Yorba Linda sites. M. Rowel founding Principal at Magnolia Science Academy(MSA)-Orange County added that they onboarded staff and are continuing the growing momentum and energy to continue increasing enrollment. F. Cristerna-Adame added that they have Open Houses every Saturday for the MSA-Orange County schools both in-person and virtual. A. Rubalcava, CEO & Superintendent, clarified that both Magnolia Science Academy-Orange County Anaheim and Magnolia Science Academy-Orange County Placentia Yorba Linda are both located in the city of Anaheim to clear the confusion. Board Members questions were addressed by staff and voiced concern for the low enrollment count of the MSA-Orange County schools. Staff added they will continue to bring more information and updates to future board meetings and are working with staff to ensure diligence on enrollment and budget.

**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 8:19 PM.

Respectfully Submitted,  
M. Muhammedov

## Coversheet

### Approval of Revised 2025-26 Adopted Budgets for Magnolia Science Academy-1, Magnolia Science Academy-Santa Ana & Magnolia Science Academy-Orange County

**Section:** III. Action Items  
**Item:** A. Approval of Revised 2025-26 Adopted Budgets for Magnolia Science Academy-1, Magnolia Science Academy-Santa Ana & Magnolia Science Academy-Orange County  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
III\_A\_Revised 2025-26 Budgets for MSA-1, Santa Ana, & Orange County.pdf



<b>Agenda Item:</b>	III A: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Steve Budhreja Ed.D, Chief Financial Officer
<b>RE:</b>	Approval of Revised 2025-26 Adopted Budgets for Magnolia Science Academy-1 (MSA-1), Magnolia Science Academy – Santa Ana (MSA-SA) and Magnolia Science Academy-Orange County (MSA – OC)

### **Action Proposed:**

I move that the Board approve the revised 2025-26 Adopted Budgets for Magnolia Science Academy-1 (MSA-1), Magnolia Science Academy – Santa Ana (MSA (SA) and Magnolia Science Academy-Orange County (MSA – OC).

### **Purpose:**

Education Code Section 42127(h) calls for the public review of any revisions to revenues or expenditures that a local educational agency (LEA) makes within 45 days of the enactment of the State Budget. The Governor signed the 2025-26 Budget Act, Assembly Bill 121, on June 27, 2025, which is the day after the MPS Governing Board approved the 2025-26 Adopted Budget for all MPS schools.

The 45th calendar day falls on Monday, August 11, 2025, which is the deadline to make public any local budget revisions for revenues and expenditures to reflect the Budget Act. The 45-day revision is also an opportunity for LEAs including MPS to update expenditures, such as personnel expenditures that may have changed as a result of resignations, retirements, or the filling of vacancies.



**Budget Implications:**

The Budget implications have been highlighted in the Exhibits as noted below.

**Exhibits:**

- Revised 2025-26 Adopted Budget for MSA 1
- Revised 2025-26 Adopted Budget for MSA Santa Ana
- Revised 2025-26 Adopted Budget for MSA Orange County



<b><u>Magnolia Science Academy 1</u></b>				
	<b><u>25-26 Adopted Budget</u></b>	<b><u>2025-26 Revised Budget</u></b>	<b><u>Variance</u></b>	
Accounts	<b><u>FY2026</u></b>	<b><u>FY2026</u></b>		
<b>Enrollment</b>	767	717	-50	
<b>Attendance Rate</b>	93.06%	93.06%		
<b>Revenue</b>				
LCFF Entitlement	\$ 11,551,316	\$ 10,739,322	\$	(811,994)
Federal Revenue	\$ 547,166	\$ 543,051	\$	(4,115)
Other State Revenue	\$ 3,677,447	\$ 3,650,974	\$	(26,473)
Local Revenue	\$ 318,274	\$ 363,379	\$	45,105
Fundraising & Grants	\$ 8,706	\$ 8,706	\$	-
<b>Total Revenue</b>	<b>\$ 16,102,909</b>	<b>\$ 15,305,433</b>	<b>\$</b>	<b>(797,477)</b>
<b>Expense</b>				
Certificated Salaries	\$ 5,099,574	\$ 4,813,307	\$	(286,267)
Classified Salaries	\$ 1,993,022	\$ 1,874,616	\$	(118,406)
Employee Benefits	\$ 2,585,723	\$ 2,548,095	\$	(37,628)
Books & Supplies	\$ 564,360	\$ 583,360	\$	19,000
Services & Other Operating Expenses	\$ 5,211,857	\$ 5,192,857	\$	(19,000)
Capital Outlay & Depreciation	\$ 257,444	\$ 257,444	\$	-
Other Outflows	\$ 15,000	\$ 15,000	\$	-
<b>Total Expense</b>	<b>\$ 15,726,980</b>	<b>\$ 15,284,680</b>	<b>\$</b>	<b>(442,301)</b>
<b>Net Income</b>	<b>\$ 375,929</b>	<b>\$ 20,753</b>	<b>\$</b>	<b>(355,176)</b>

### **MSA 1**

Based on updated enrollment data, the budget projections have been revised for both revenues and expenditures for the 2025-26 school year. MSA 1's original enrollment was projected to be 767 students and is now projected to be 717 students resulting in the decline of revenues as noted below.

- Reductions in revenues of approximately \$797k due to loss of 50 students
- Staffing and other reductions of approximately \$442k have been made to address any potential deficit spending. Most of the personnel reductions were the result of eliminating positions that have remained vacant.
- MSA 1 maintains a balanced budget and is projecting an operating surplus of approximately \$21k for the 2025-26 school year.

**Magnolia Scienc Academy - Santa Ana**

	<u>25-26 Preliminary Budget</u>		<u>2025-26 Updated</u>		<u>Variance</u>
	<u>FY2026</u>		<u>FY2026</u>		
<b>Enrollment</b>		545		596	51
<b>Attendance Rate</b>		95.34%		95.34%	
<b>Revenue</b>					
LCFF Entitlement	\$	8,043,755	\$	8,782,639	\$ 738,884
Federal Revenue	\$	448,052	\$	453,310	\$ 5,258
Other State Revenue	\$	2,145,542	\$	2,329,719	\$ 184,177
Local Revenue	\$	221,879	\$	100,500	\$ (121,379)
Fundraising & Grants	\$	101,173	\$	101,173	\$ -
<b>Total Revenue</b>	<b>\$</b>	<b>10,960,401</b>	<b>\$</b>	<b>11,767,341</b>	<b>\$ 806,940</b>
<b>Expense</b>					
Certificated Salaries	\$	3,568,808	\$	3,959,961	\$ 391,153
Classified Salaries	\$	1,442,069	\$	1,419,983	\$ (22,086)
Employee Benefits	\$	1,894,902	\$	2,309,234	\$ 414,332
Books & Supplies	\$	347,258	\$	372,258	\$ 25,000
Services & Other Operating Expenses	\$	2,806,163	\$	2,741,353	\$ (64,810)
Capital Outlay & Depreciation	\$	631,178	\$	631,178	\$ -
Other Outflows	\$	245,334	\$	245,334	\$ -
<b>Total Expense</b>	<b>\$</b>	<b>10,935,712</b>	<b>\$</b>	<b>11,679,300</b>	<b>\$ 743,589</b>
<b>Net Income</b>	<b>\$</b>	<b>24,689</b>	<b>\$</b>	<b>88,040</b>	<b>\$ 63,352</b>

**MSA Santa Ana**

Based on updated enrollment data, the budget projections have been revised for both revenues and expenditures for the 2025-26 school year. MSA Santa Ana's original enrollment was projected to be 545 students and is now projected to be 596 students resulting in additional revenues and expenses as noted below.

- Increased revenues of approximately \$807k due to the addition of 51 students
- There are some additions to staffing and other expenses of approximately \$744k to support the additional expenses for the new students
- MSA Santa Ana maintains a balanced budget and is projecting an operating surplus of approximately \$88k for the 2025-26 school year.



<b>Magnolia Science Academy</b>	<b><u>25-26 Preliminary Budget</u></b>	<b><u>2025-26 Updated</u></b>	<b><u>Variance</u></b>
<b>Orange County</b>	<b><u>FY2026</u></b>	<b><u>FY2026</u></b>	
<b>Enrollment</b>	<b>280</b>	<b>140</b>	<b>-140</b>
<b>Attendance Rate</b>	<b>94%</b>	<b>94%</b>	
<b>Revenue</b>			
LCFF Entitlement	3,380,593	1,801,215	(1,579,378)
Federal Revenue	226,754	193,154	(33,600)
Other State Revenue	645,362	447,510	(197,852)
Local Revenue	-	-	-
<b>Total Revenue</b>	<b>4,252,709</b>	<b>2,441,879</b>	<b>(1,810,830)</b>
<b>Expense</b>			
Certificated Salaries	1,865,000	1,226,368	(638,632)
Classified Salaries	136,000	230,729	94,729
Employee Benefits	508,188	370,236	(137,952)
Books & Supplies	711,100	247,500	(463,600)
Services & Other Operating Expenses	880,084	1,010,672	130,588
Capital Outlay & Depreciation	35,000	-	(35,000)
Other Outflows	-	-	-
<b>Total Expense</b>	<b>4,135,372</b>	<b>3,085,506</b>	<b>(1,049,866)</b>
<b>Net Income</b>	<b>117,337</b>	<b>-643,627</b>	<b>(760,964)</b>

### **MSA Orange County**

Based on updated enrollment data, the budget projections have been revised for both revenues and expenditures for the 2025-26 school year. MSA Orange County's original enrollment was projected to be 280 students when the Budget was presented to the Board on June 26, 2025. The revised budget has been updated to include the loss of revenues as noted below.

- Revenues reductions of approximately \$1.81 million due to revised enrollment projections resulting in the loss of 140 students.
- Reductions to staffing and other expenses of approximately \$1.05 million have been made to reduce operating deficit.
- MSA Orange County is now projecting an operating deficit of approximately \$643k for the 2025-26 school year.
- We will need to carefully monitor all enrollment and expenses during the school year to address deficit spending.

## Coversheet

### Approval of Board Resolution for Magnolia Science Academy-1 for Elimination of Position(s) for the Improvement of Educational Programs for Students

<b>Section:</b>	III. Action Items
<b>Item:</b>	B. Approval of Board Resolution for Magnolia Science Academy-1 for Elimination of Position(s) for the Improvement of Educational Programs for Students
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	III_B_Board Resolution MSA-1.pdf



<b>Agenda Item:</b>	III B: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Fiorella Del Carpio, Chief People Officer Brad Plonka, Principal at Magnolia Science Academy-1
<b>RE:</b>	Approval of Board Resolution for Elimination of Position(s) for Magnolia Science Academy-1 (“MSA-1”) for the Improvement of Educational Programs for Students

### **Action Proposed:**

I move that the Board approves the board resolution for elimination of positions for MSA-1 to improve the school educational programs for students.

### **Purpose:**

This report proposes staffing adjustments at MSA-1 to align updated enrollment projections and overall staffing needs for the upcoming school year. The proposed changes include:

- The elimination of one (1) full-time Campus Aide position.
- The elimination of two (2) full-time Paraprofessionals positions.
- The elimination of one (1) full-time Custodian position.
- The elimination of one (1) full-time PE teacher position
- The elimination of one (1) full-time College Counselor position.

### **Budget Implications:**

The above noted reductions to positions were needed in order to balance the School’s Budget for the 2025-26 school year. We note that this is a proposed elimination of positions that have been vacant and as a result there will not be any specific staff members that will be affected. We will review the MSA 1 Budget to include updated enrollment, revenues and expenditures and provide additional information as part of the school’s 2025-26 First Interim Report to be presented to the board in December 2025.



**Exhibits:**

- Board Resolution #20250807-1
- MSA-1 Organizational Chart

## Resolution #20250807-1

### MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

### RESOLUTION

#### ELIMINATION OF POSITIONS FOR FOR MAGNOLIA SCIENCE ACADEMY-1 (“MSA-1”) FOR THE IMPROVEMENT OF EDUCATIONAL PROGRAMS FOR STUDENTS

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

**WHEREAS**, MERF is committed to providing high-quality educational programs that support student achievement and are responsive to school-site enrollment trends and resource capacity; and

**WHEREAS**, MSA-1 has undergone an evaluation of its staffing structure based on updated enrollment projections and the overall needs of the academic program for the 2025–2026 school year; and

**WHEREAS**, MSA-1 leadership, in consultation with the MPS Home Office, has determined that certain positions may be eliminated in order to streamline operations, improve instructional efficiency, and reallocate resources to areas of higher need; and

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

1. MSA-1 will eliminate one (1) full-time Campus Aide position.
2. MSA-1 will eliminate two (2) full-time Paraprofessionals positions.
3. MSA-1 will eliminate one (1) full-time Custodian position.
4. MSA-1 will eliminate one (1) full-time PE teacher position
5. MSA-1 will eliminate one (1) full-time College Counselor position.
6. These changes will become effective immediately. The CEO is hereby directed by the Board to take all actions necessary to effectuate this Resolution.

**PASSED AND ADOPTED** by the Board this 7th day of August, 2025, by the following vote:

AYES:

NOES:

RECUSE:

**Resolution #20250807-1**

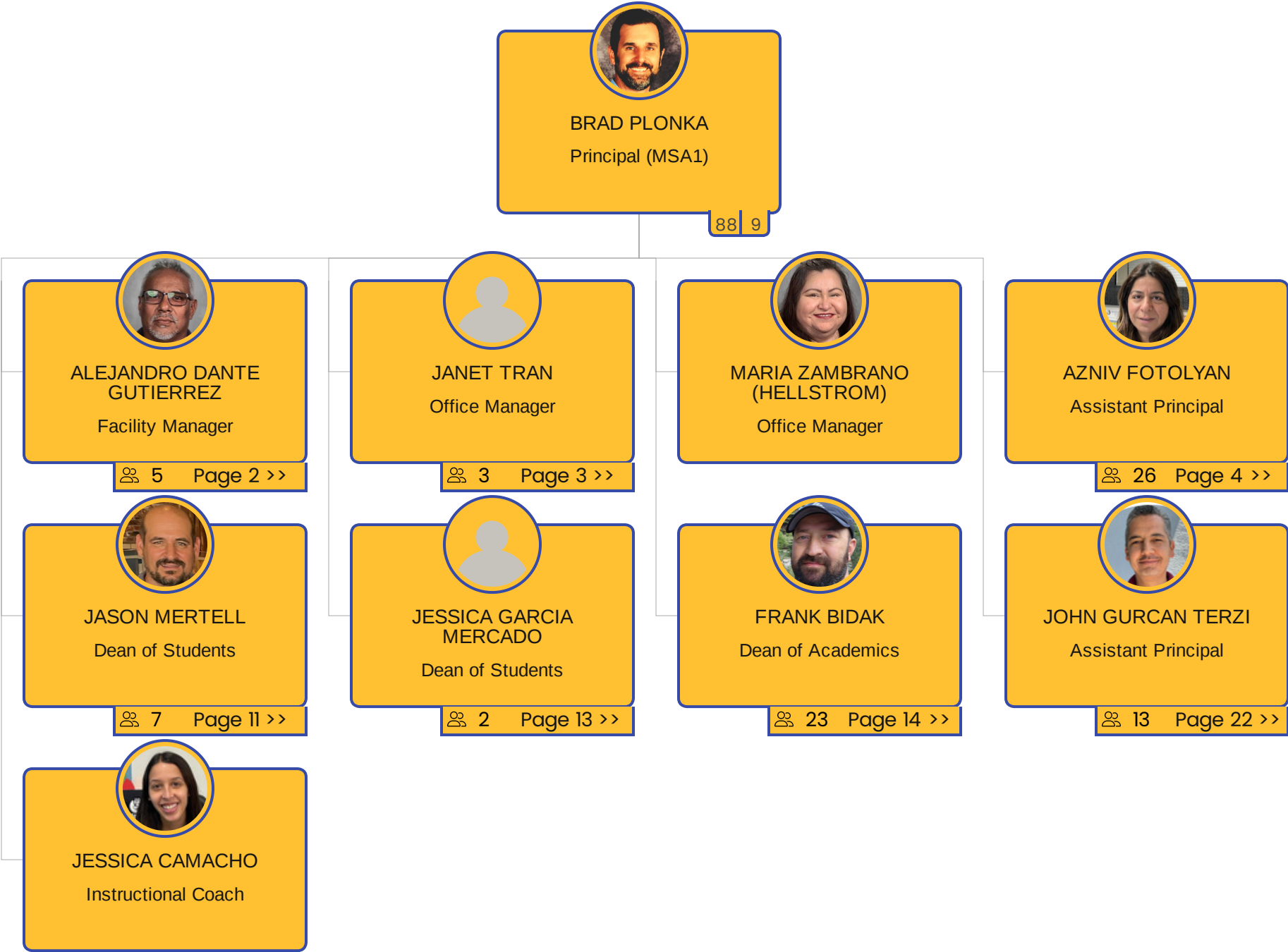
Elimination of Positions for MSA-1 for the Improvement of Educational Services for Students

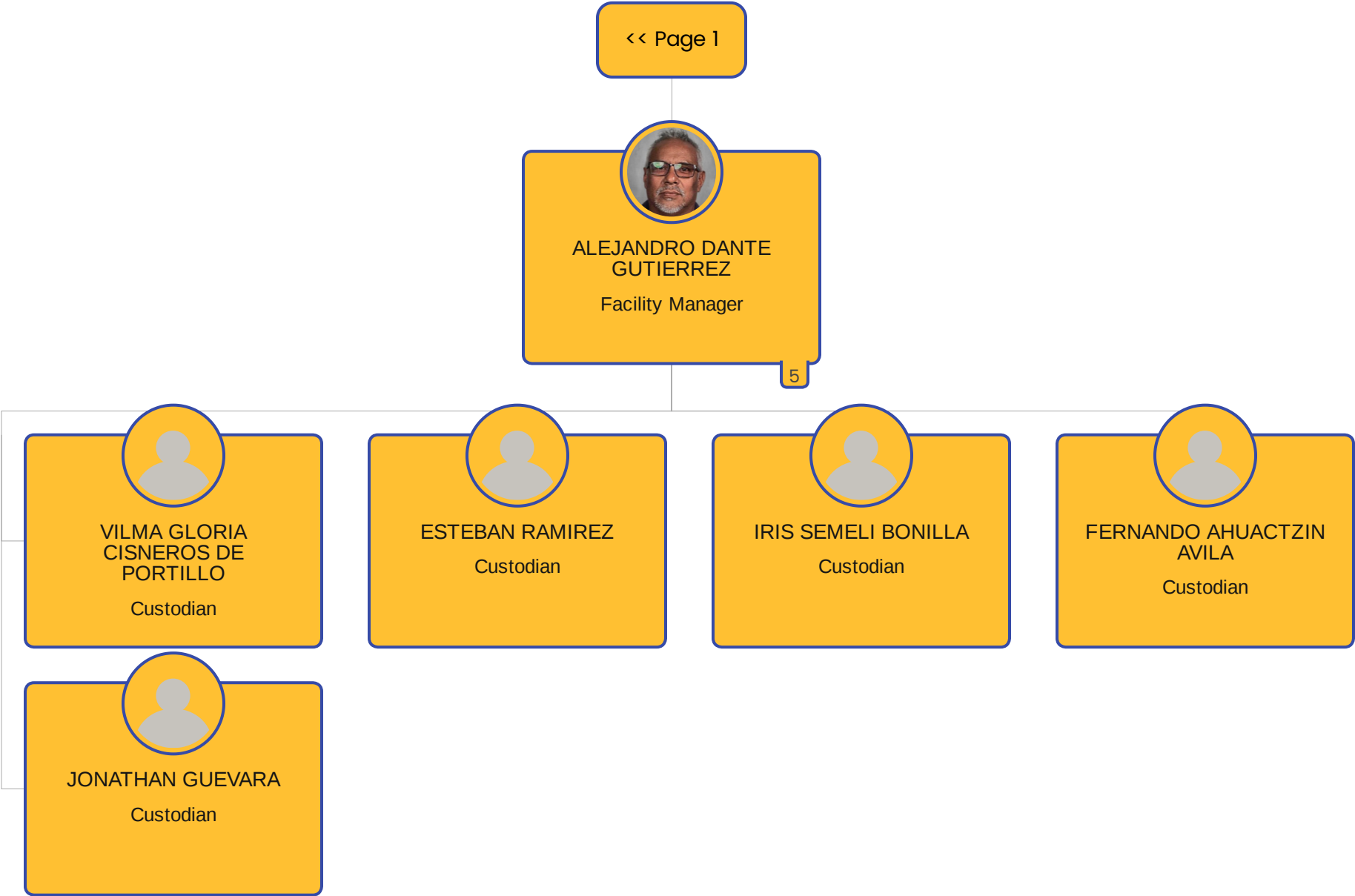
ABSENT:

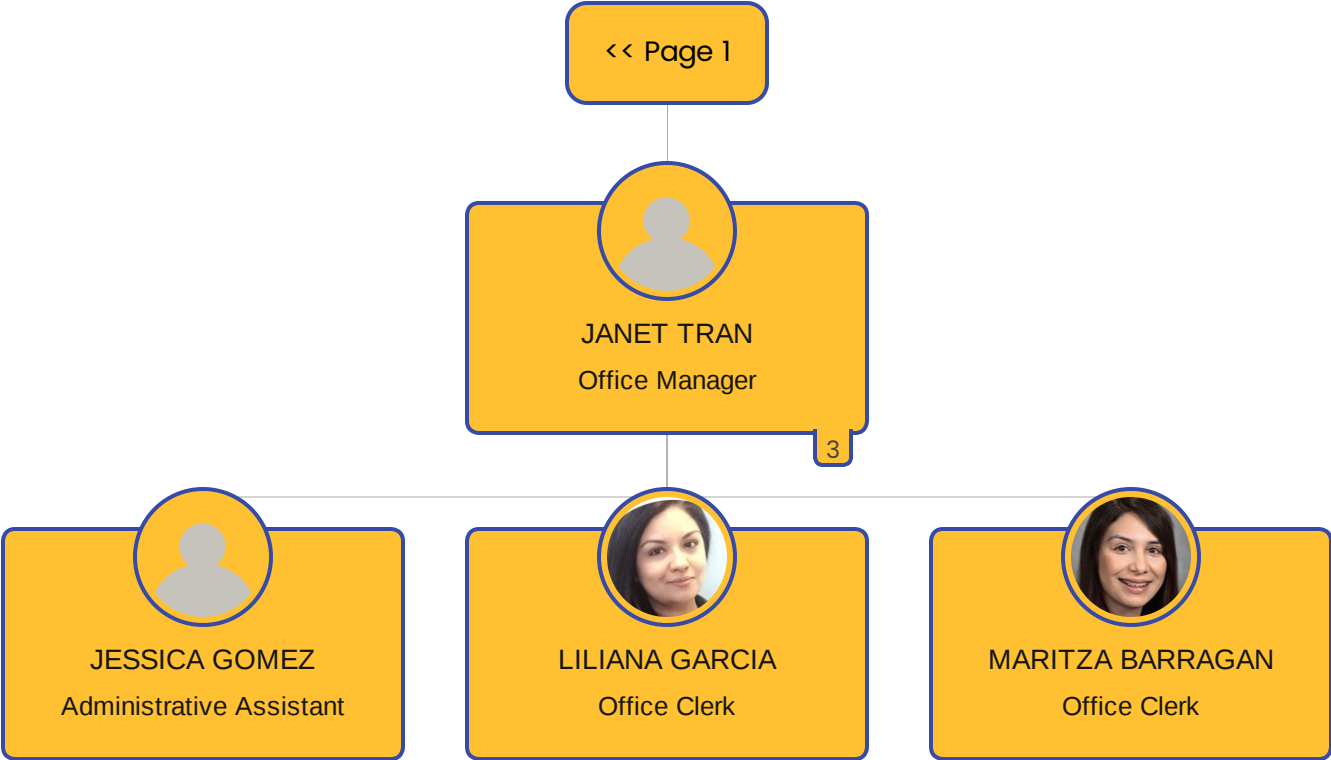
The undersigned Board Chair does hereby certify that the foregoing is a full, true, and correct copy of the Resolution adopted by the said Board at its meeting on the above date and by the vote above stated, which resolution is on file in the office of MERF.

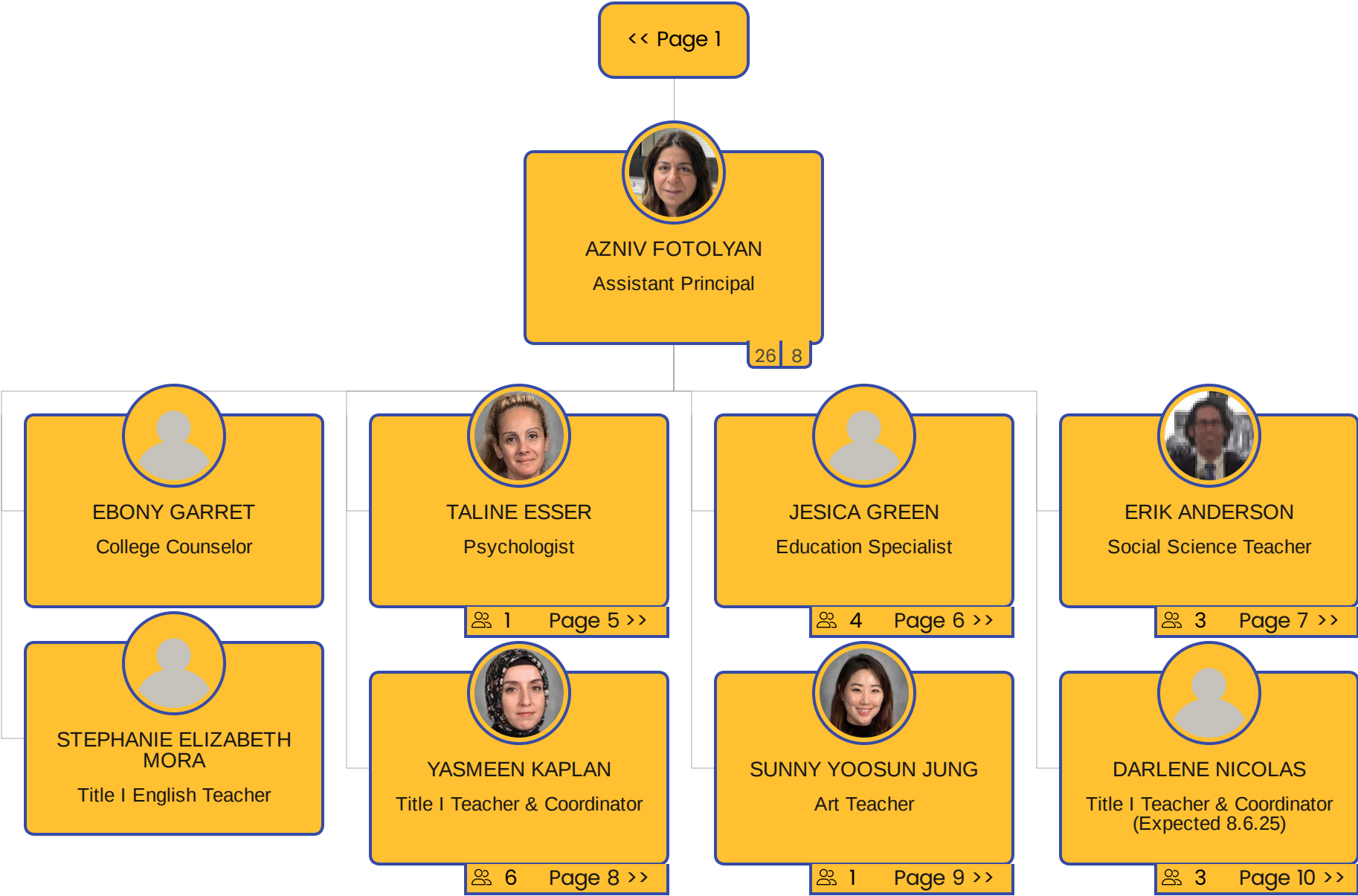
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Board Chair









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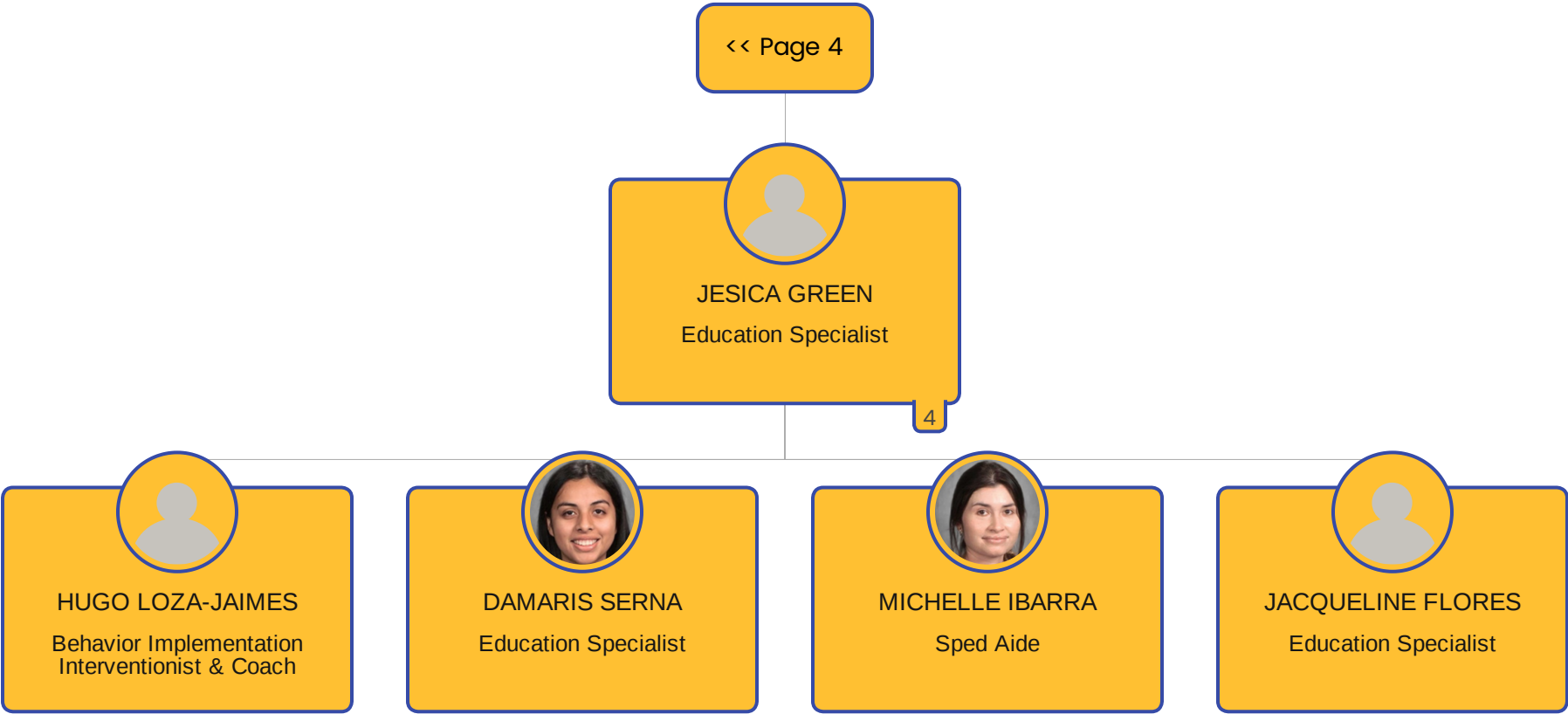


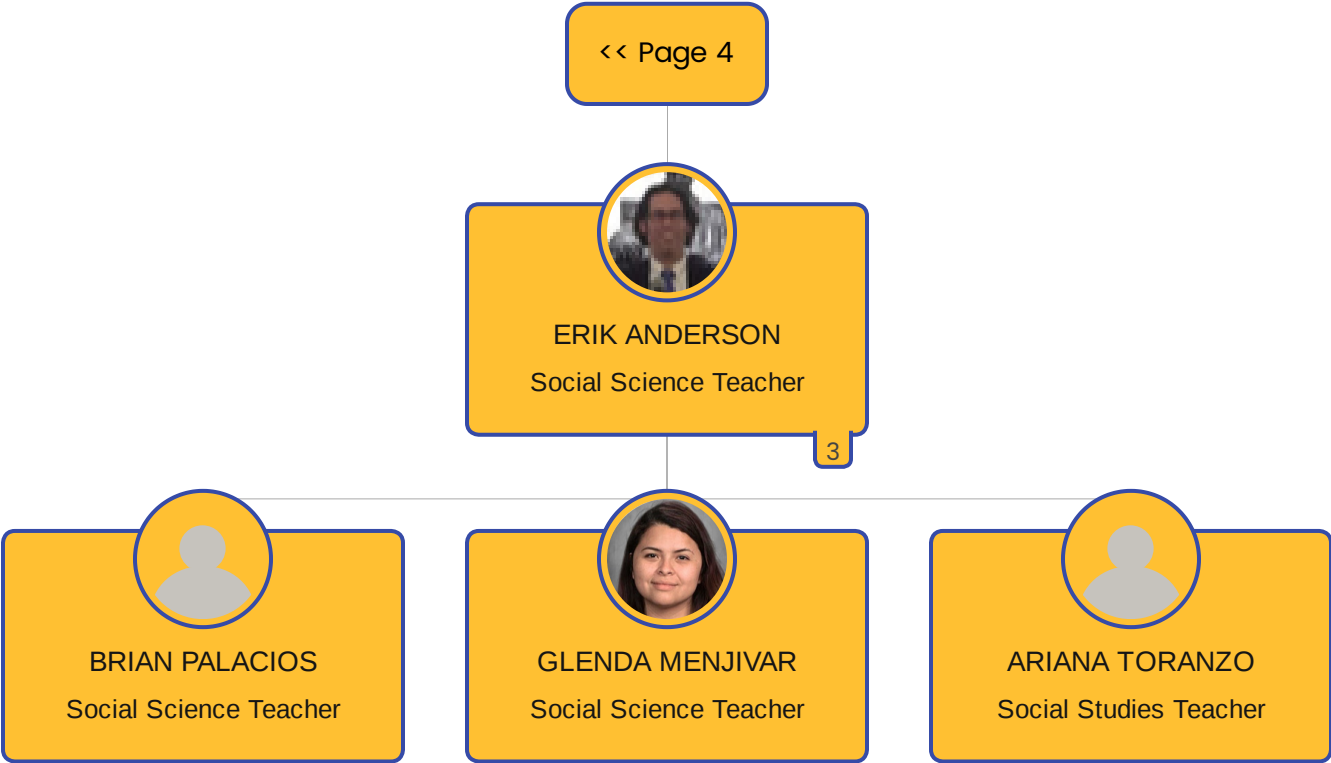
TALINE ESSER  
Psychologist

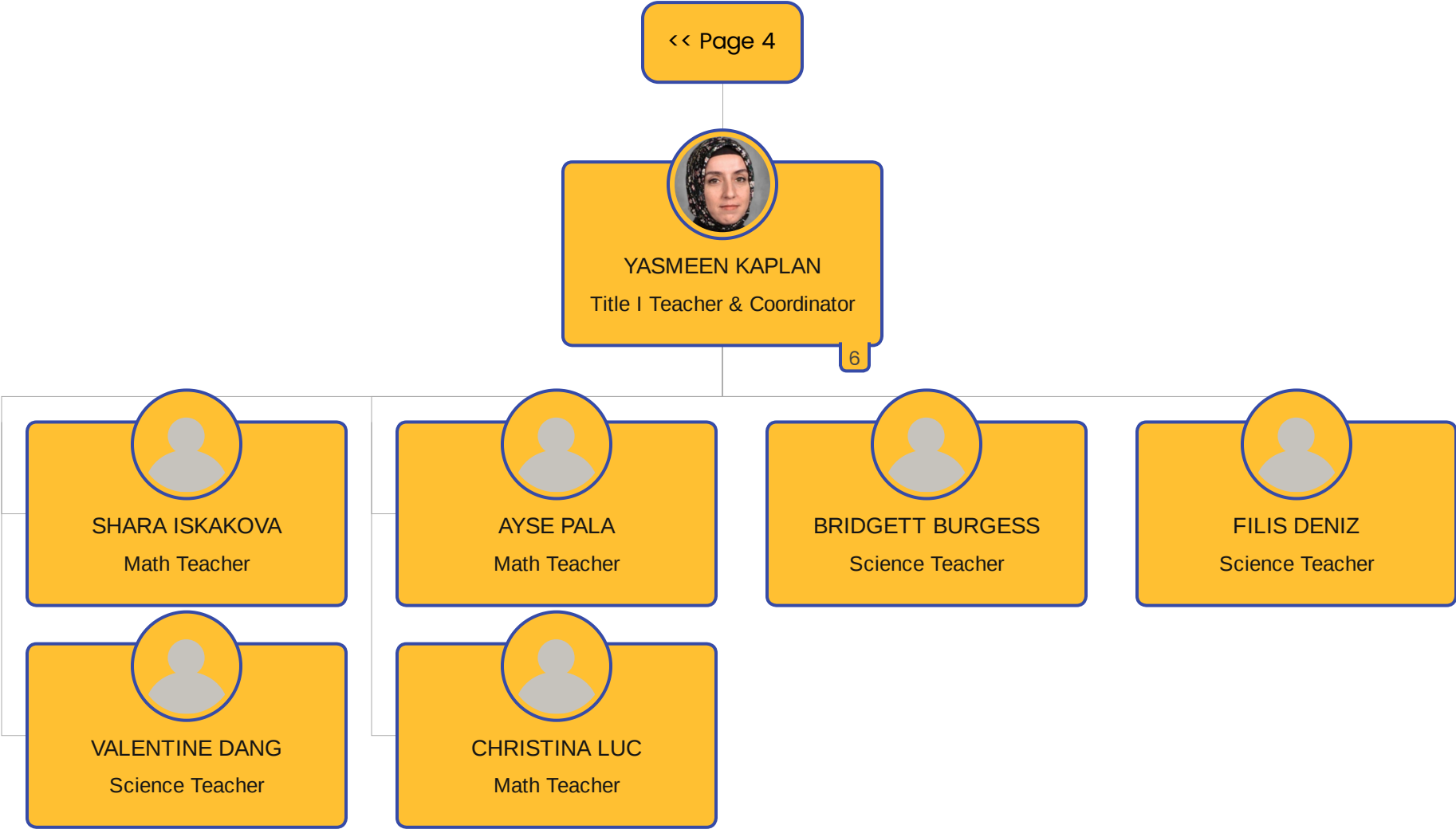
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KEVIN GUZMAN  
Mental Health Support  
Provider







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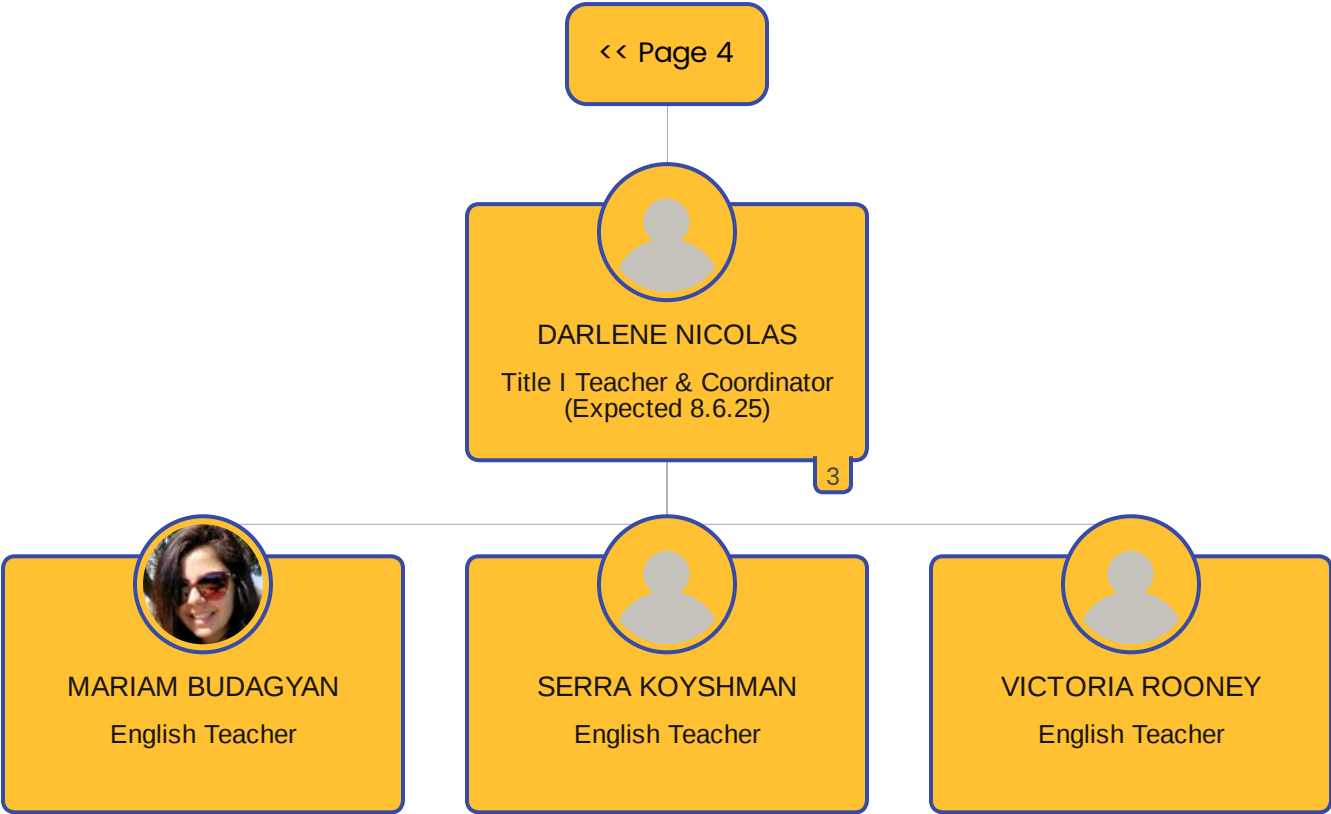


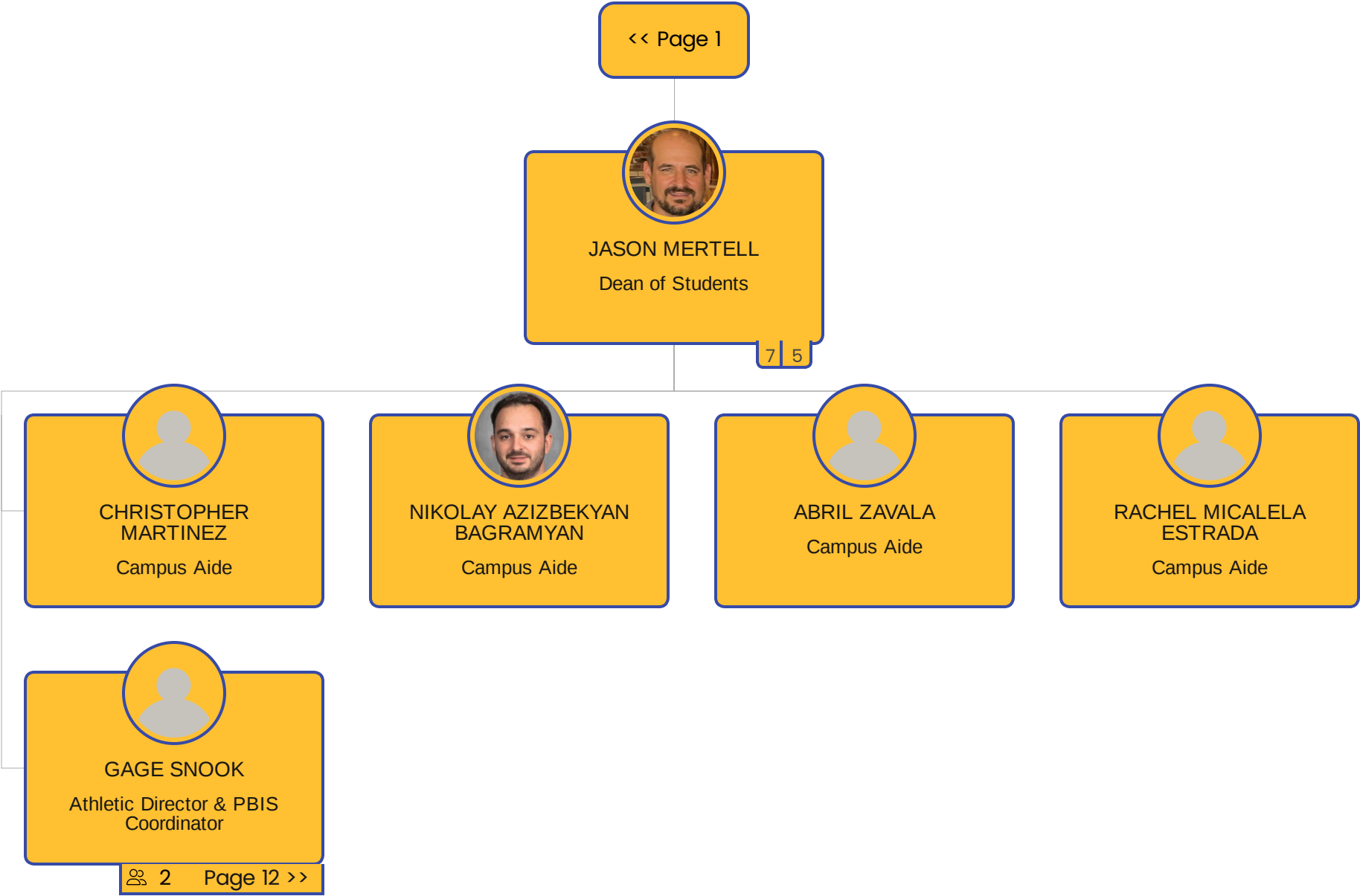
SUNNY YOOSUN JUNG  
Art Teacher

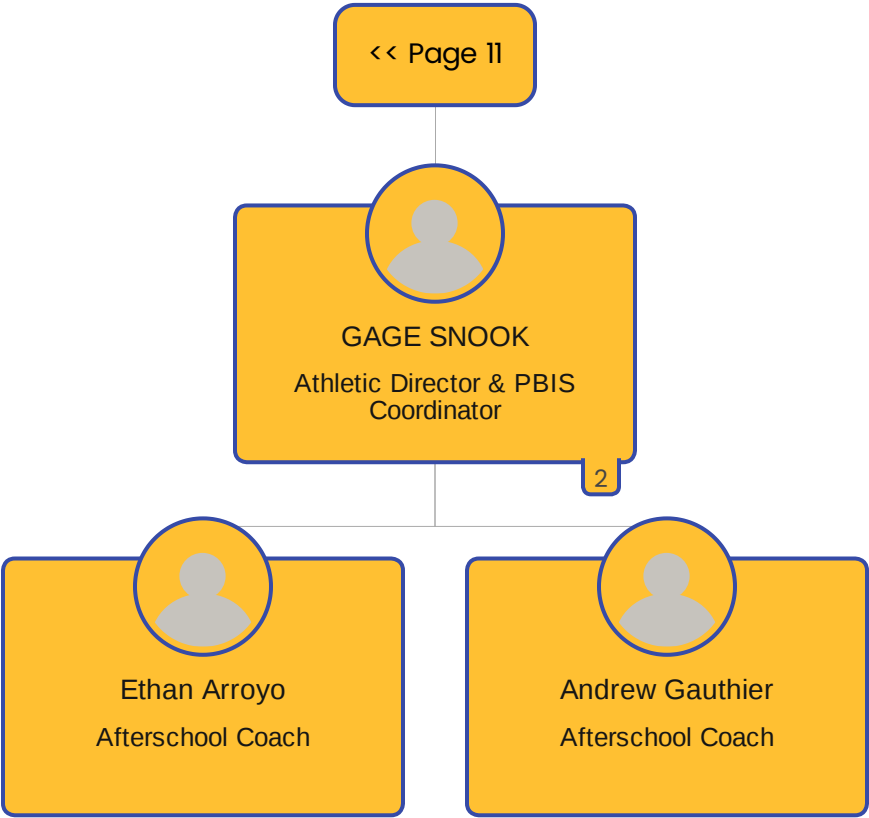
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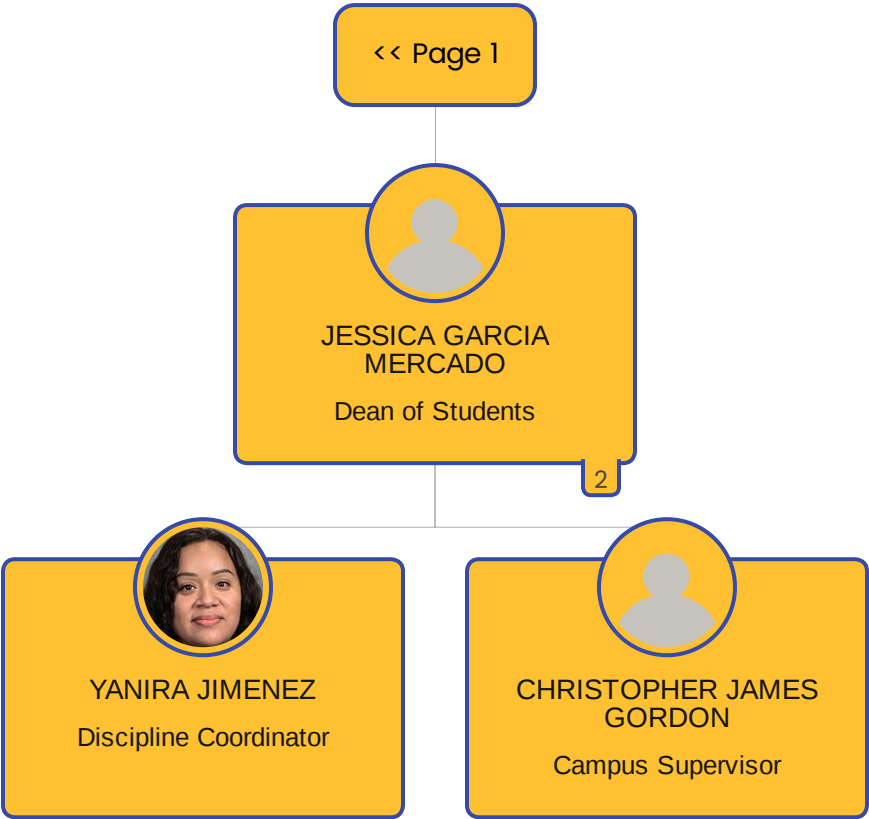


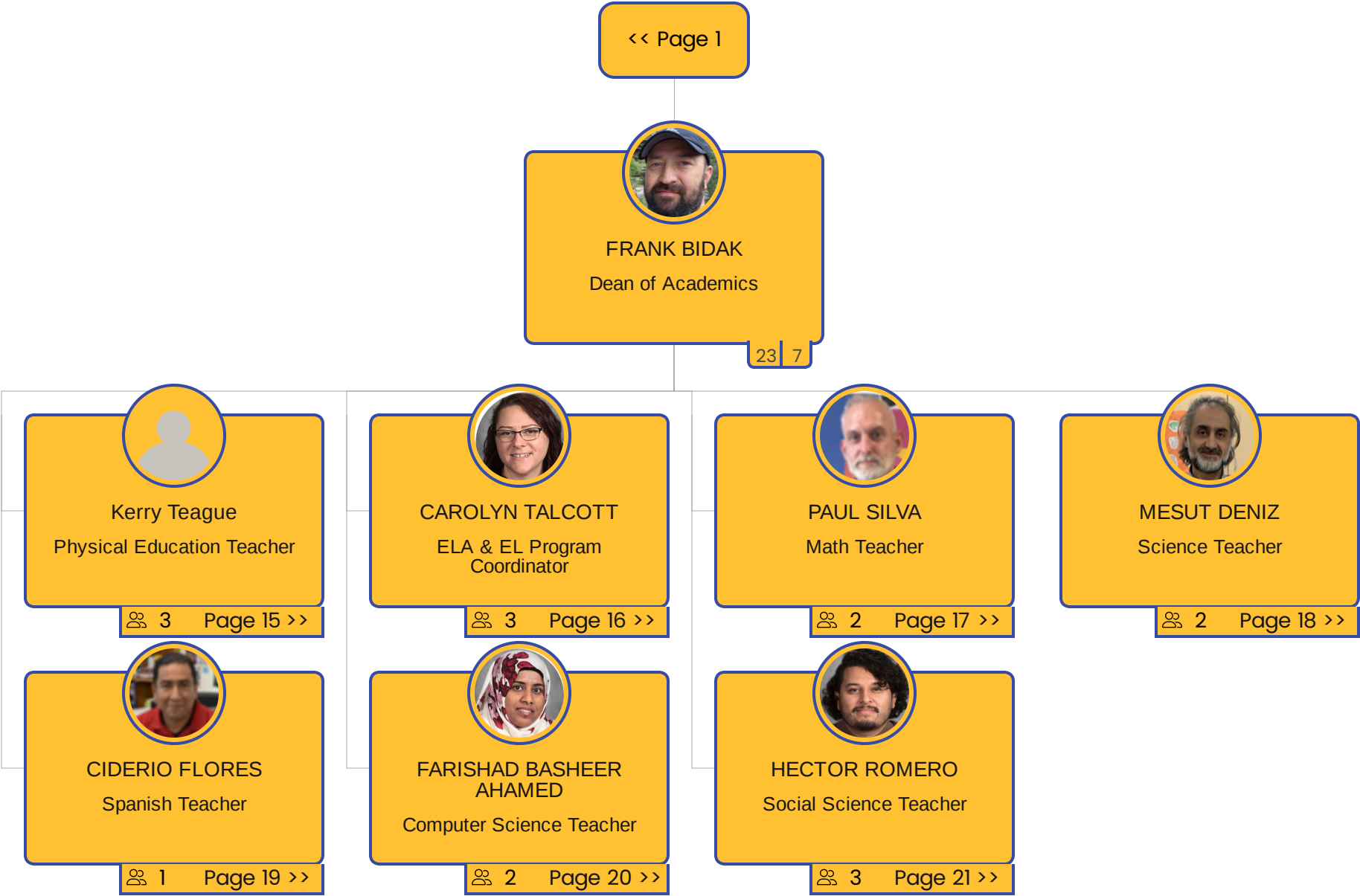
LORI FRIEDLANDER  
Art Teacher

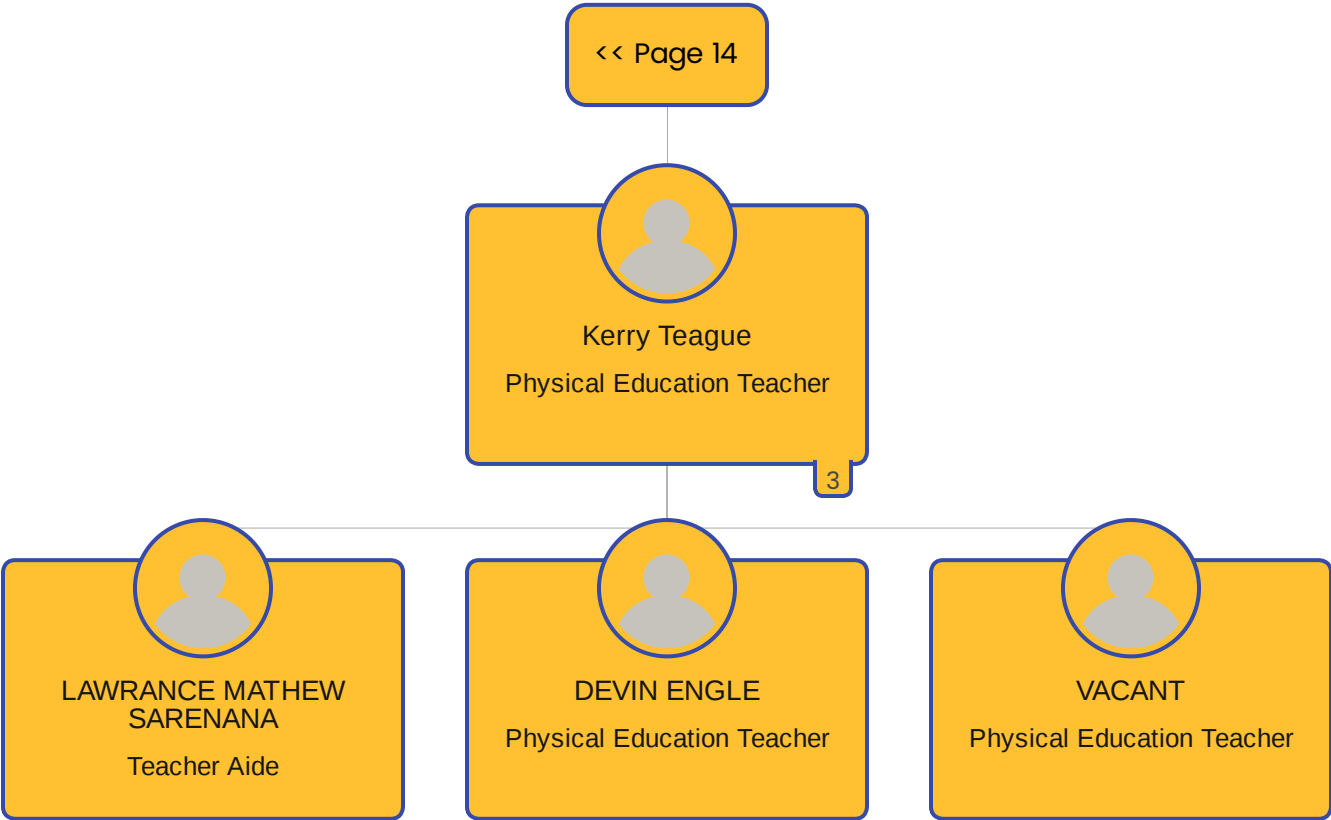


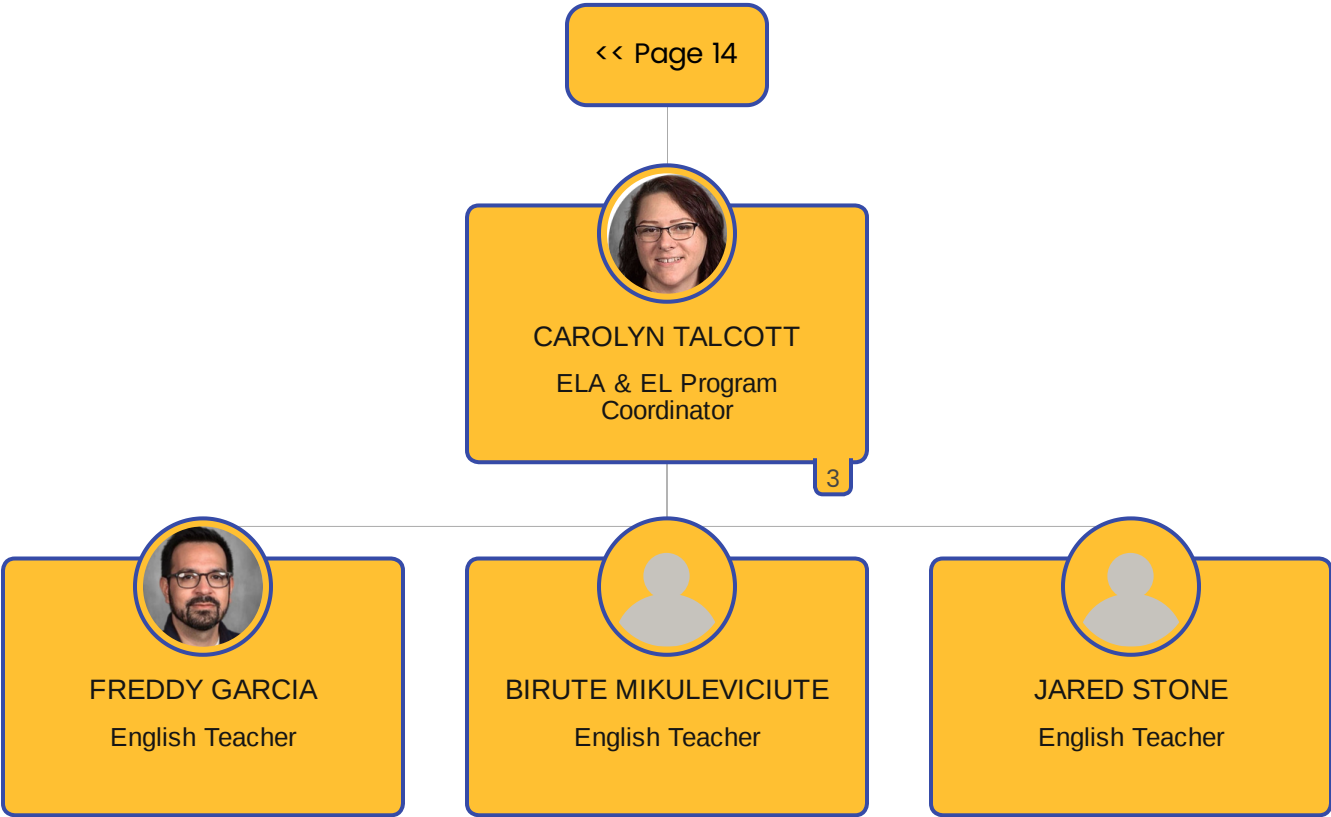


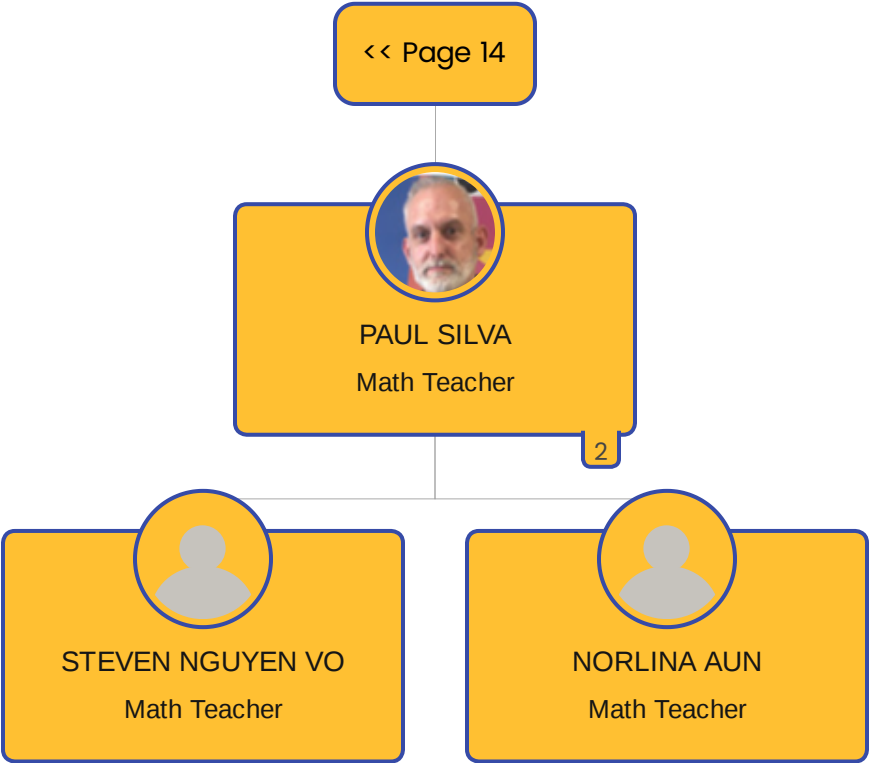


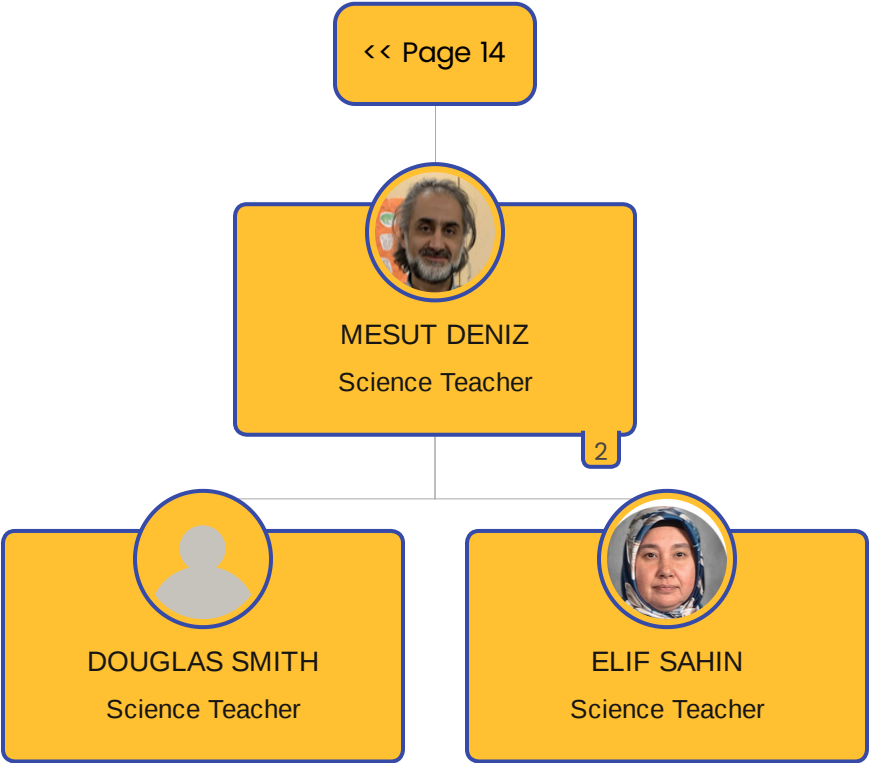












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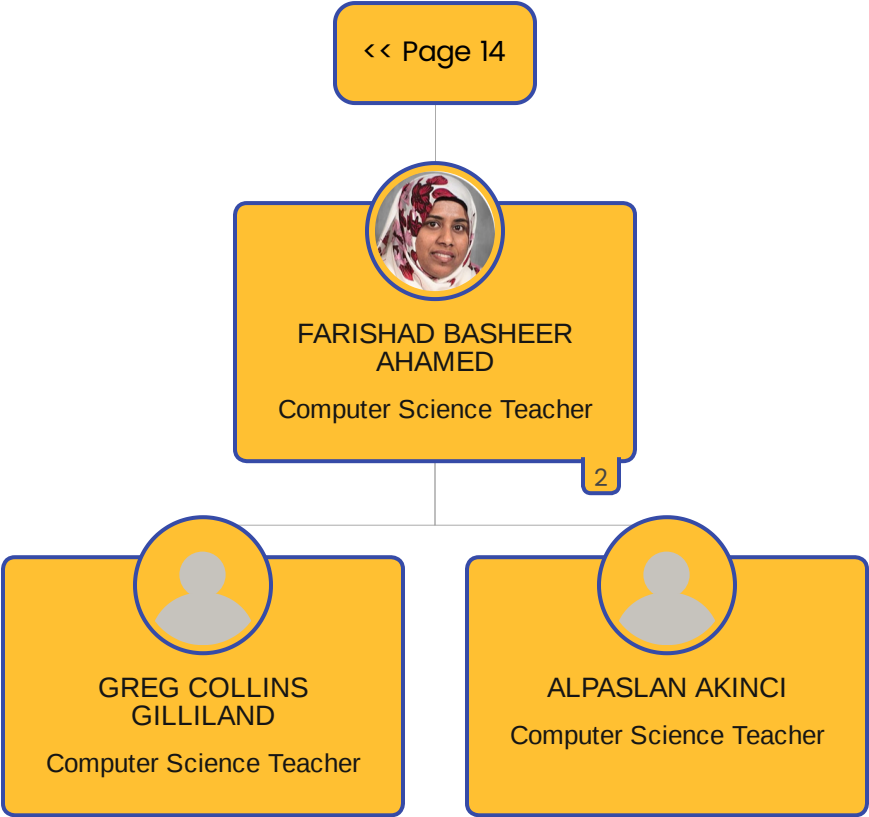


CIDERIO FLORES  
Spanish Teacher

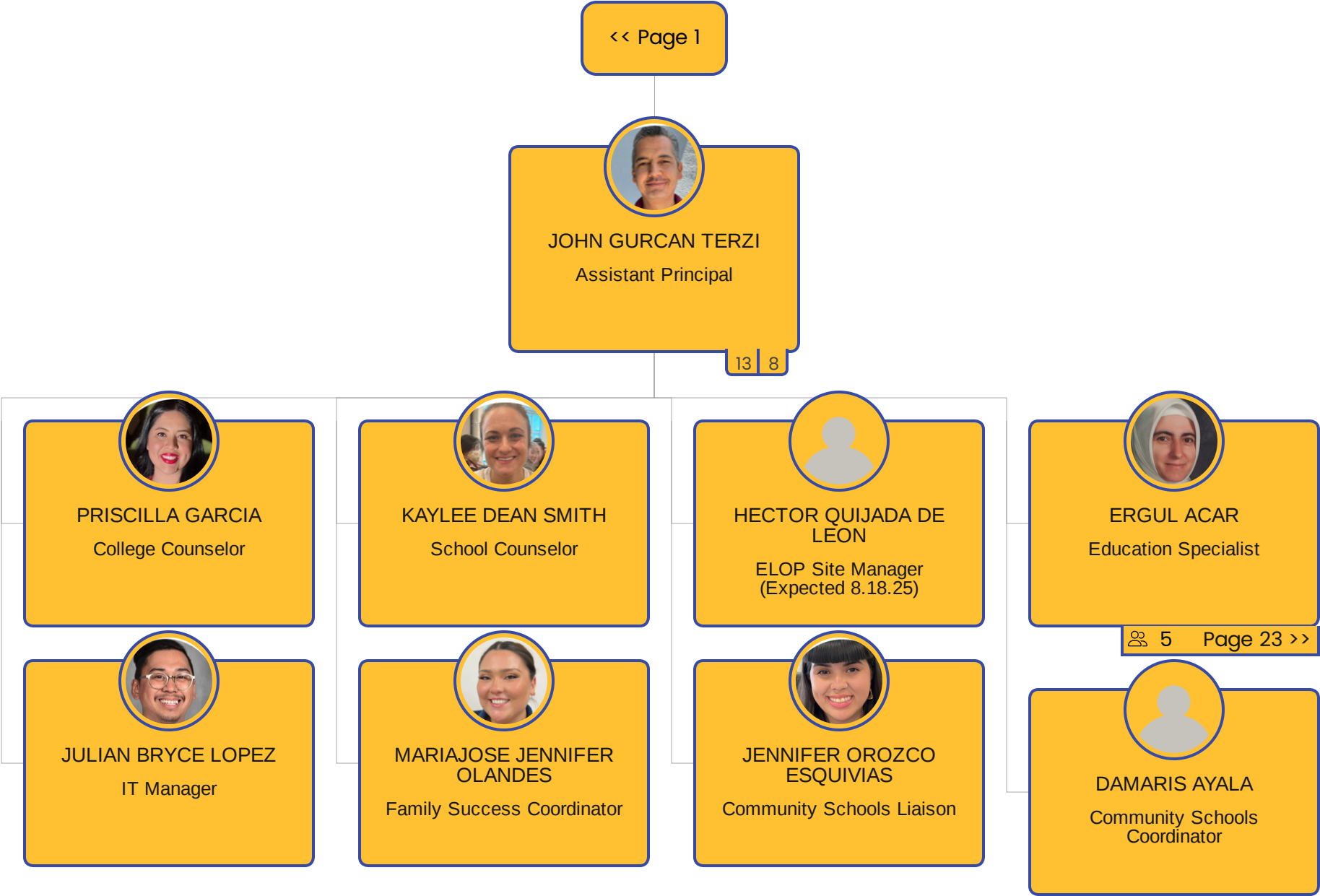
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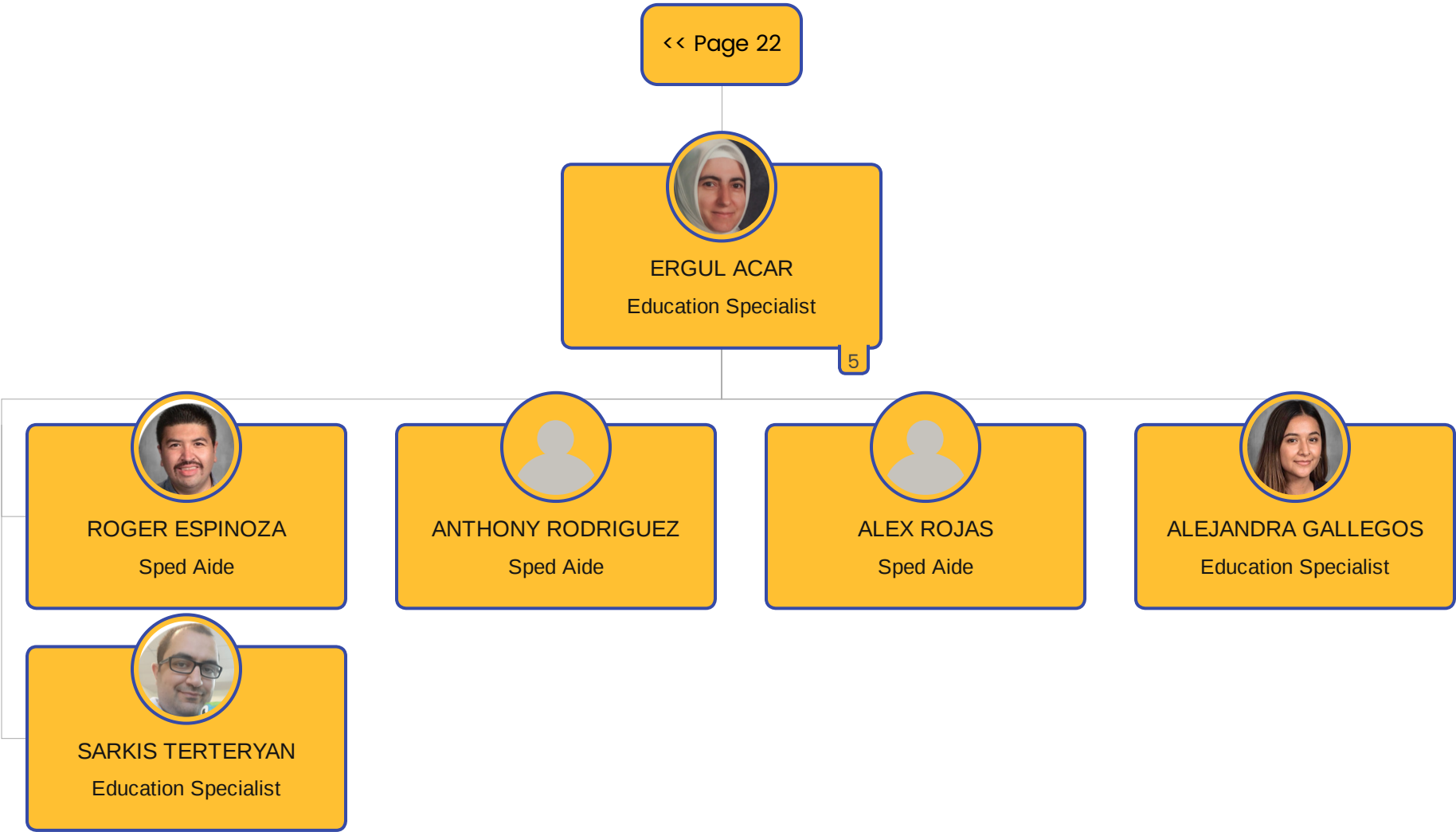


STEPHANE REYNAUD  
Spanish Teacher









## Coversheet

### Approval of Board Resolution for Magnolia Science Academy-Santa Ana for Creation and Elimination of Position(s) for the Improvement of Educational Programs for Students

**Section:** III. Action Items  
**Item:** C. Approval of Board Resolution for Magnolia Science Academy-Santa Ana for Creation and Elimination of Position(s) for the Improvement of Educational Programs for Students  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III\_C\_Board Resolution MSA-Santa Ana.pdf



<b>Agenda Item:</b>	III C: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Fiorella Del Carpio, Chief People Officer Steven Keskinturk, Principal at Magnolia Science Academy-Santa Ana
<b>RE:</b>	Approval of Board Resolution for Creation and Elimination of Position(s) for Magnolia Science Academy-Santa Ana (“MSA-Santa Ana”) for the Improvement of Educational Programs for Students

### **Action Proposed:**

I move that the Board approves the board resolution for creation and elimination of positions for MSA-Santa Ana to improve the school educational programs for students.

### **Purpose:**

In response to changes in student enrollment and operational needs at MSA-SA, adjustments to staffing have been proposed to align with instructional priorities and facility constraints. This report outlines key modifications in staffing that will affect the school’s operating budget for the 2025–2026 academic year.

Due to increased enrollment in lower grades, MSA-SA will be creating two new multiple subject teaching positions. These positions are intended to:

- Due to enrollment increase, the school is adding new grade level groups.
- Support the academic and social-emotional development of students in self-contained elementary classroom settings.
- Ensure compliance with state-mandated class size limits and instructional hour requirements.



These new hires are critical to meeting the demand generated by the recent enrollment growth and will provide additional instructional capacity in line with MPS strategic goals.

Lastly, as a result of facility space constraints, the recently board approved mental health support provider position will be eliminated. While this decision was not made lightly, the school's physical capacity does not currently support the continued allocation of space for this service role.

### **Budget Implications:**

The school is protected to receive additional funding as a result of the additional students that have been added since the 2025-26 Adopted Budget that was presented to the board on June 26, 2025. Given that the enrollment is now projected to be 596 versus the previous projection of 545 and therefore the additional 51 students will generate additional revenue to support the addition of the positions noted in the report. The changes noted in the report have been incorporated into the MSA SA 2025-26 operating budget. We will continue to monitor enrollment, revenues and expenditures and provide an update to the school's 2025-26 First Interim Report to be presented to the board in December 2025.

We note that the school is projecting a balanced budget with no deficit spending as a result of increased enrollment that is above the amount that was incorporated into for the year as enrollment projections have not materialized as we had anticipated. As additional information becomes available, we will continue to update the budget projections and incorporate all adjustments into the school's 2025-26 First Interim Report to be presented to the board in December 2025.

### **Exhibits:**

- Board Resolution #20250807-2
- MSA-SA Organizational Chart

## Resolution #20250807-2

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

### **RESOLUTION**

#### **CREATION AND ELIMINATION OF POSITIONS FOR FOR MAGNOLIA SCIENCE ACADEMY-SANTA ANA (“MSA-SA”) FOR THE IMPROVEMENT OF EDUCATIONAL PROGRAMS FOR STUDENTS**

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

**WHEREAS**, MERF is committed to ensuring that each school site is equipped with the appropriate staffing to meet the academic, operational, and social-emotional needs of its students; and

**WHEREAS**, Enrollment at MSA-SA has increased for the 2025–2026 school year, resulting in the need for additional classroom instructional support; and

**WHEREAS**, The school’s leadership has proposed the creation of two (2) multiple subject teaching positions to accommodate increased student enrollment; and

**WHEREAS**, Due to the site’s physical constraints, the mental health support provider position currently assigned to the school will be eliminated; and

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

1. MSA-SA will eliminate a part time Mental Health Support Provider position.
2. MSA-SA will add two full time Multiple Subject teaching positions.
3. These changes will become effective immediately. The CEO is hereby directed by the Board to take all actions necessary to effectuate this Resolution.

**PASSED AND ADOPTED** by the Board this 7th day of August, 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

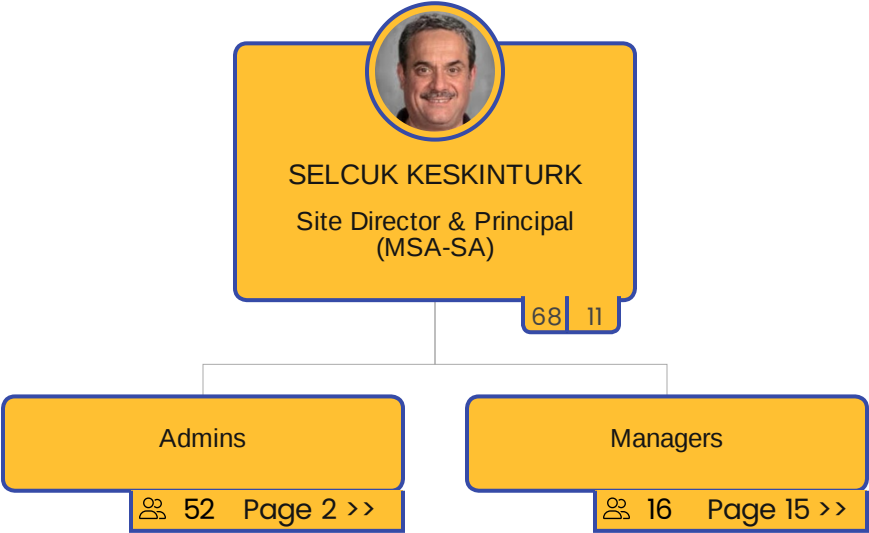
**Resolution #20250807-2**

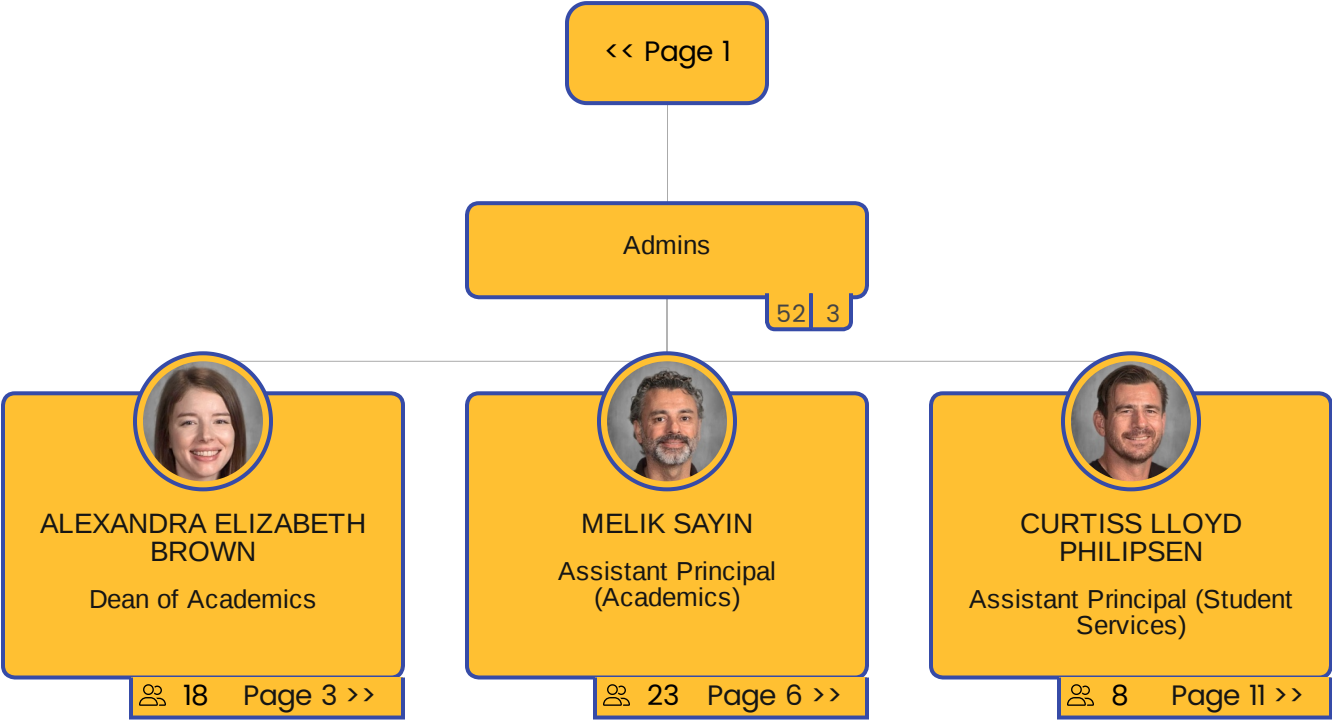
Creation and Elimination of Positions for MSA-SA for the Improvement of Educational Services for Students

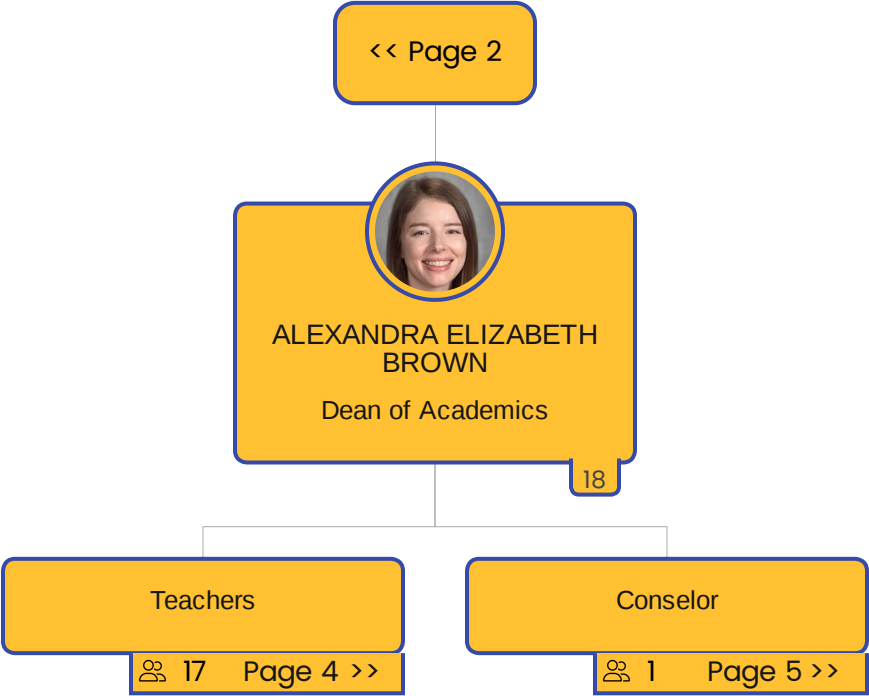
The undersigned Board Chair does hereby certify that the foregoing is a full, true, and correct copy of the Resolution adopted by the said Board at its meeting on the above date and by the vote above stated, which resolution is on file in the office of MERF.

---

Board Chair



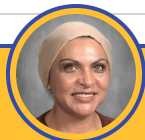




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Teachers

17



LUBNA ABDALLAH  
English Teacher



Katrina Marie Shimasaki  
English Teacher



KEVIN LEE LITTLEFIELD  
English Teacher



ALISHA NICOLE  
VASQUEZ  
English Teacher



VACANT  
English Teacher



Brent Drewette  
History Teacher



JUDITH NIETO  
Math Teacher



VIEN NGUYEN  
Math Teacher



ASIYE DURLU  
Science & Biology Teacher



ZEHRA MERCAN  
Science Teacher



IBRAHIM BAYRAKTAR  
Science Teacher



JANET LE  
Math Teacher



FEYZA AKSU  
Math Teacher



DOHEE AHN  
Math Teacher



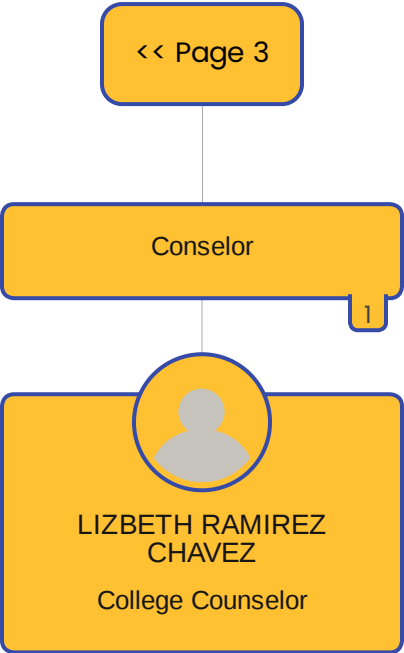
JACOB CHUCKER  
Social Studies Teacher

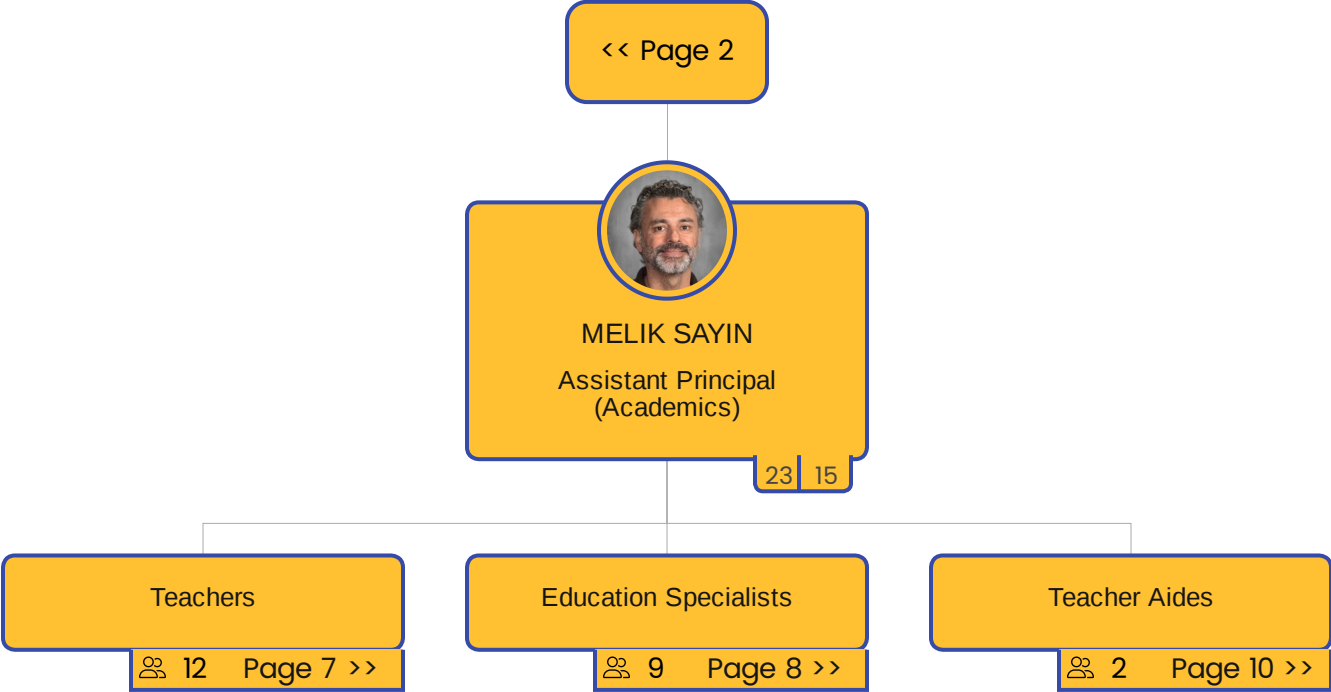


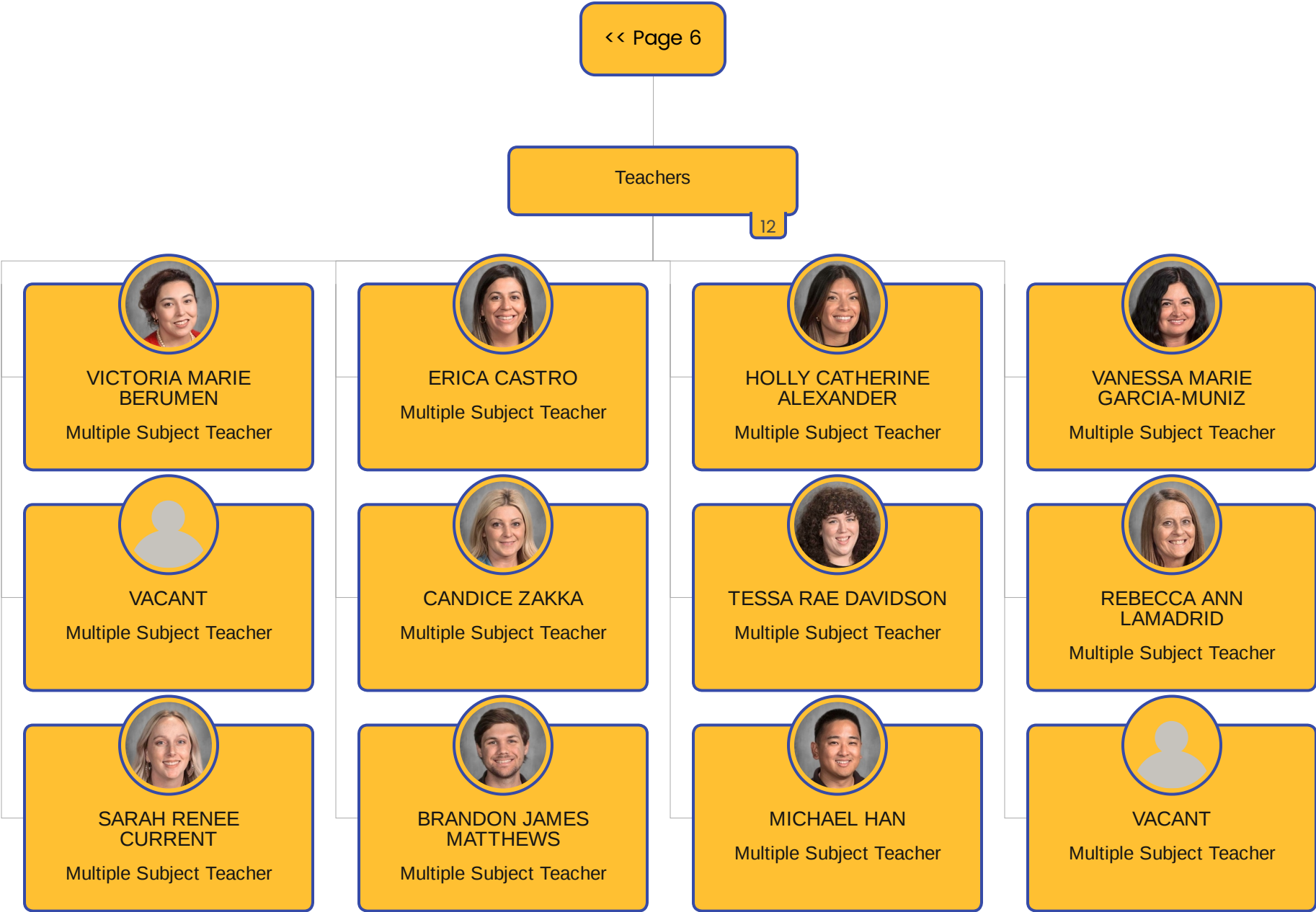
JAY ROHNKE  
History Teacher



Julian Cesar Orozco  
Social Studies Teacher








<< Page 6


Education Specialists

9 | 1



BRANDON RODRIGUEZ  
LUNA

Psychologist

 8 Page 9 >>

<< Page 8



BRANDON RODRIGUEZ  
LUNA  
Psychologist

8



JENNIFER ELLIS  
Education Specialist



SUSAN KARINA  
HERNANDEZ  
Sped Aide &  
Paraprofessional



OBSHUY NEVAREZ  
Sped Aide



VACANT  
Social Worker



CYNTHIA OMA EVANS  
Education Specialist



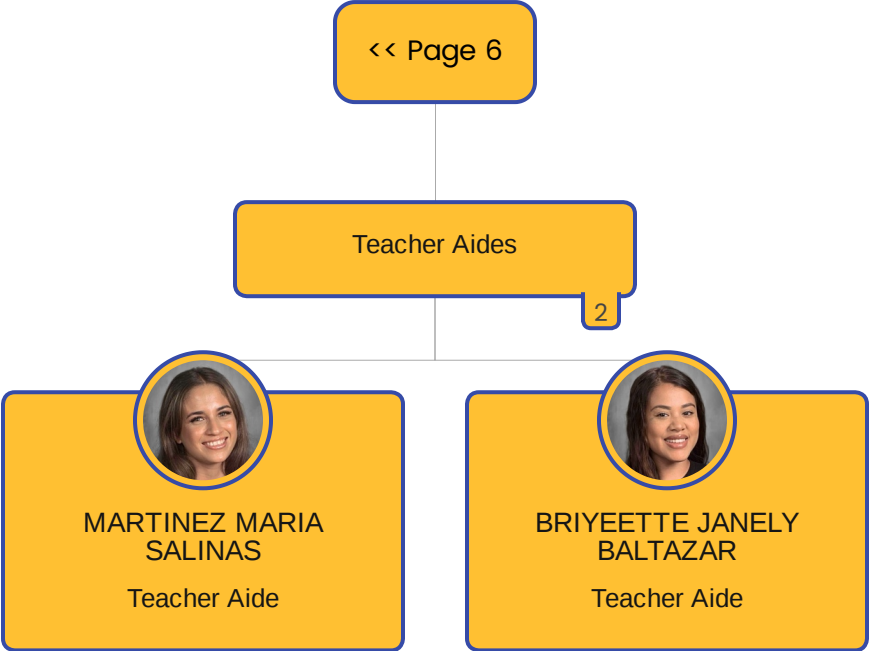
JOHN LESTER DAVIS  
Education Specialist

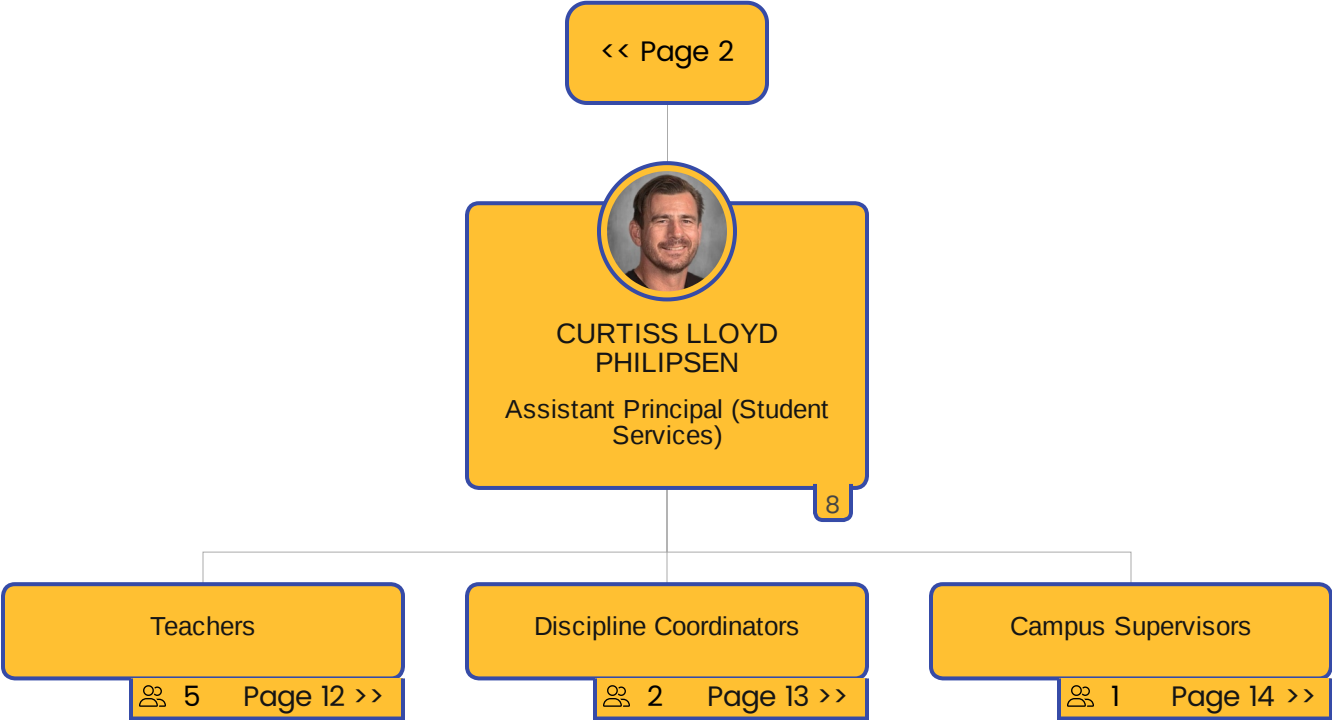


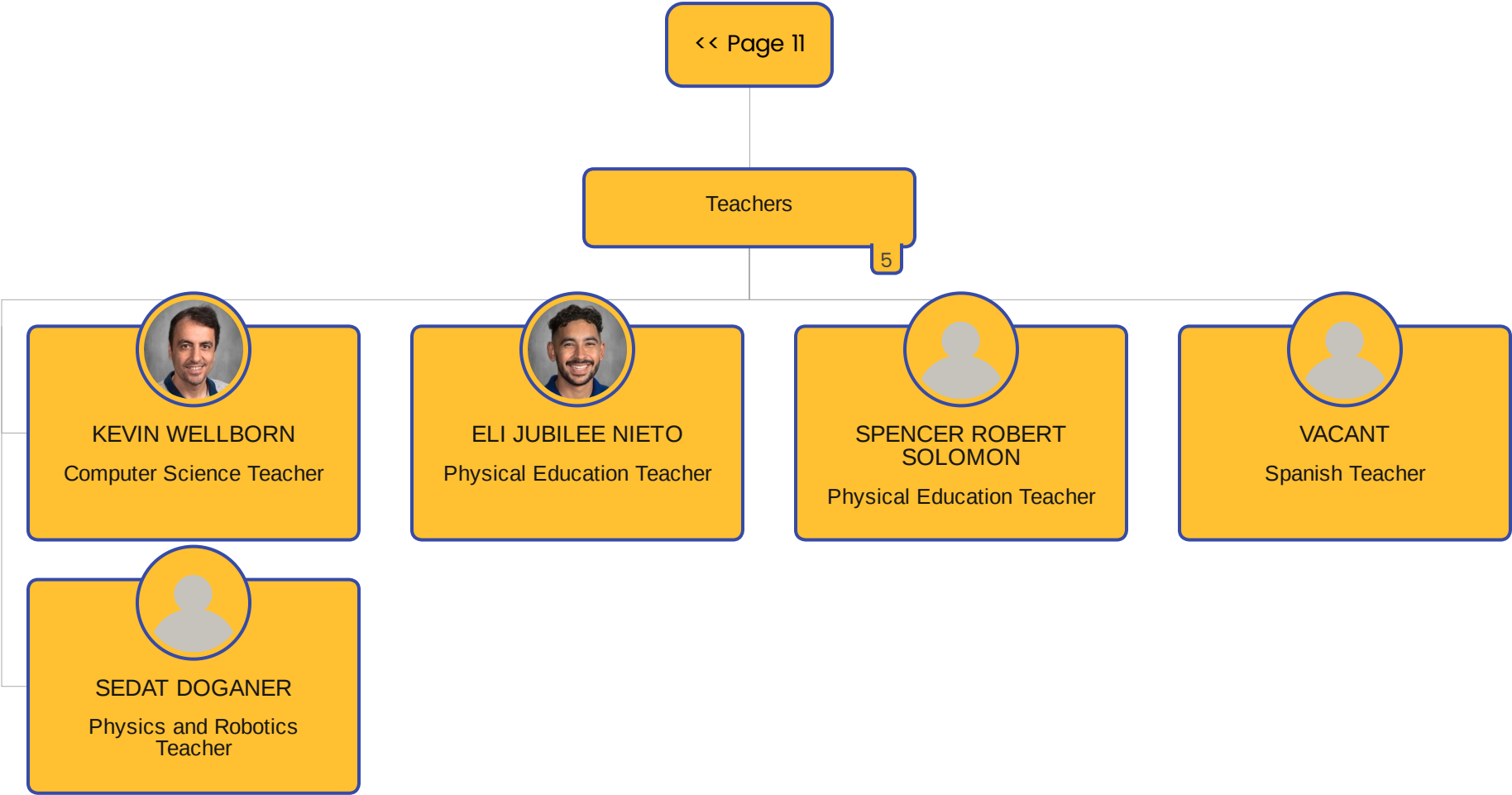
ERIKA MONIQUE  
GARCIA  
Education Specialist

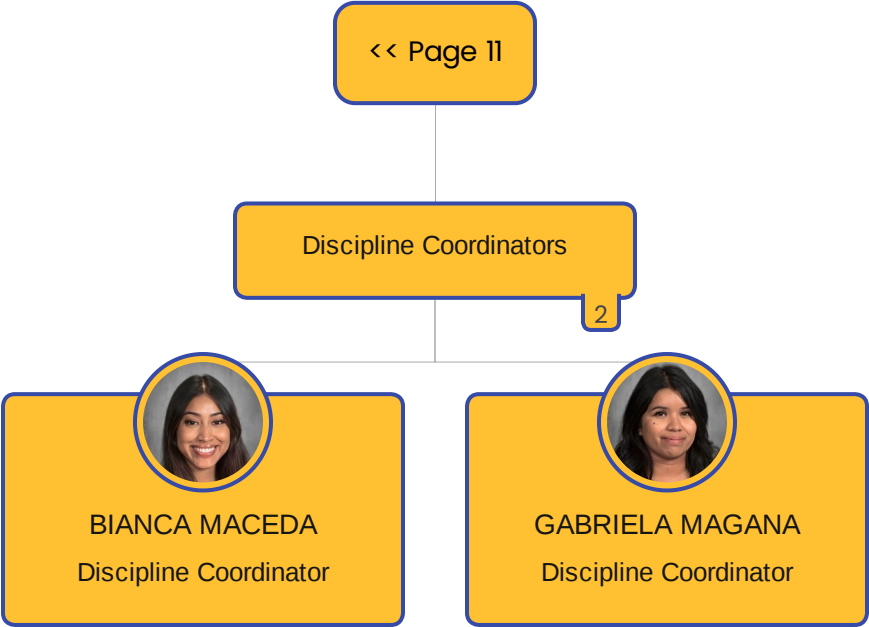


AILINA WUNDERLY  
Speech Therapist









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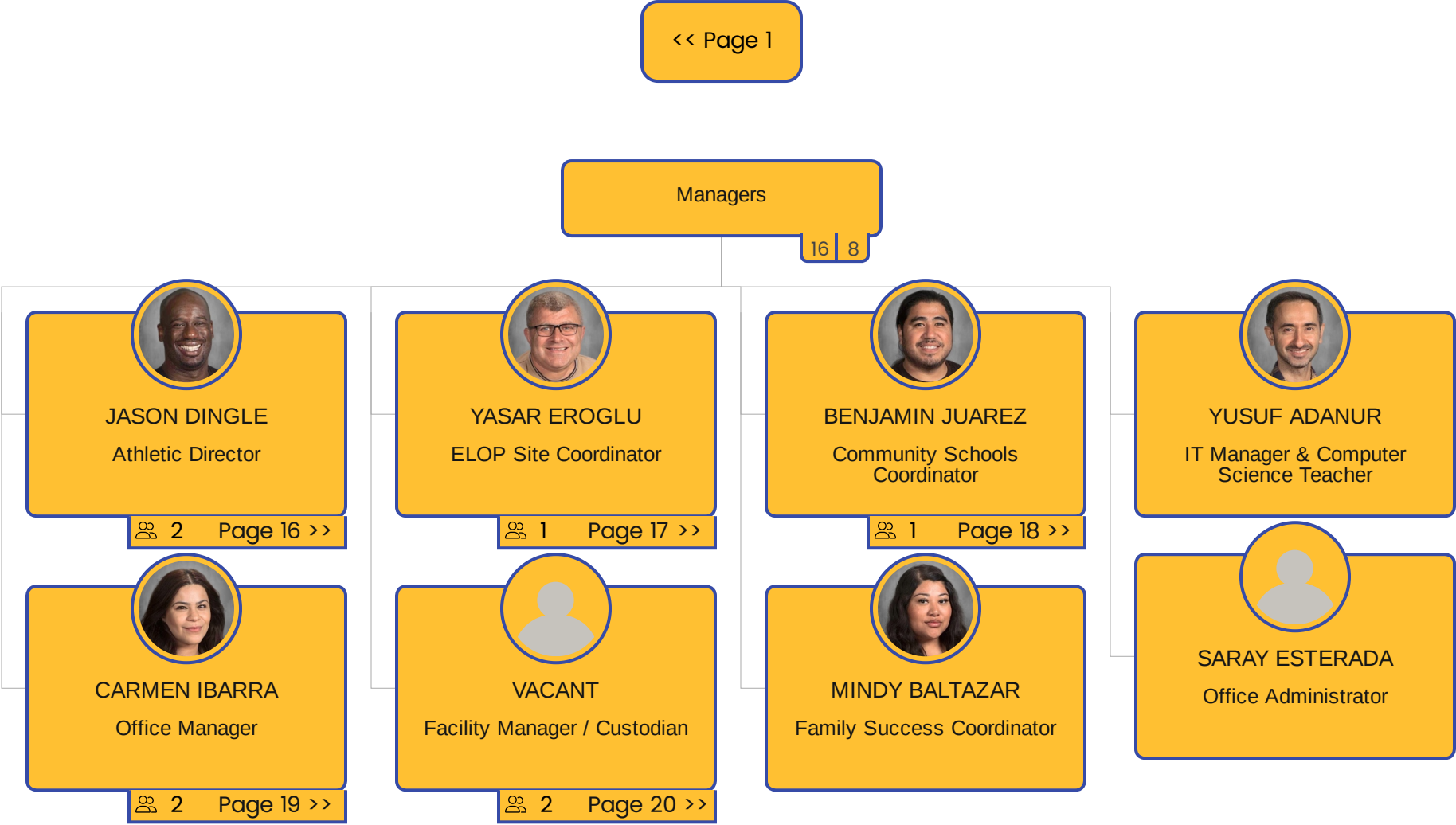
Campus Supervisors

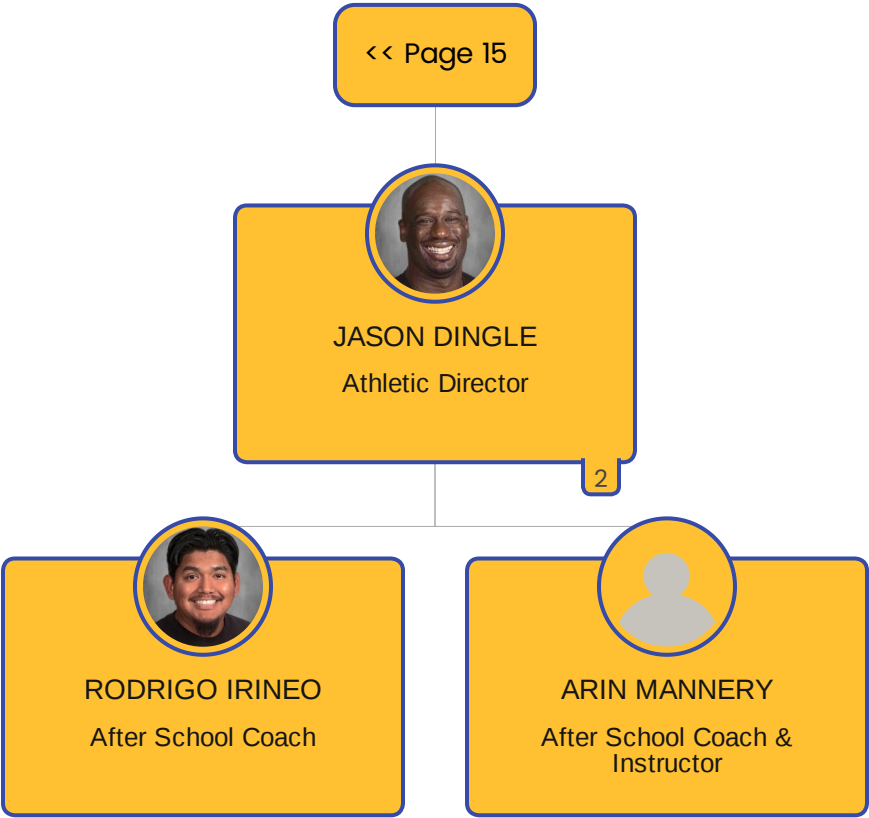
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EDYT MARITZA AGUILAR

ELOP After School Coach/Instructor & Supervisor





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YASAR EROGLU  
ELOP Site Coordinator



IGNACIO HAVIER  
SALAZAR  
ELOP After School  
Coach/Instructor &  
Supervisor

<< Page 15

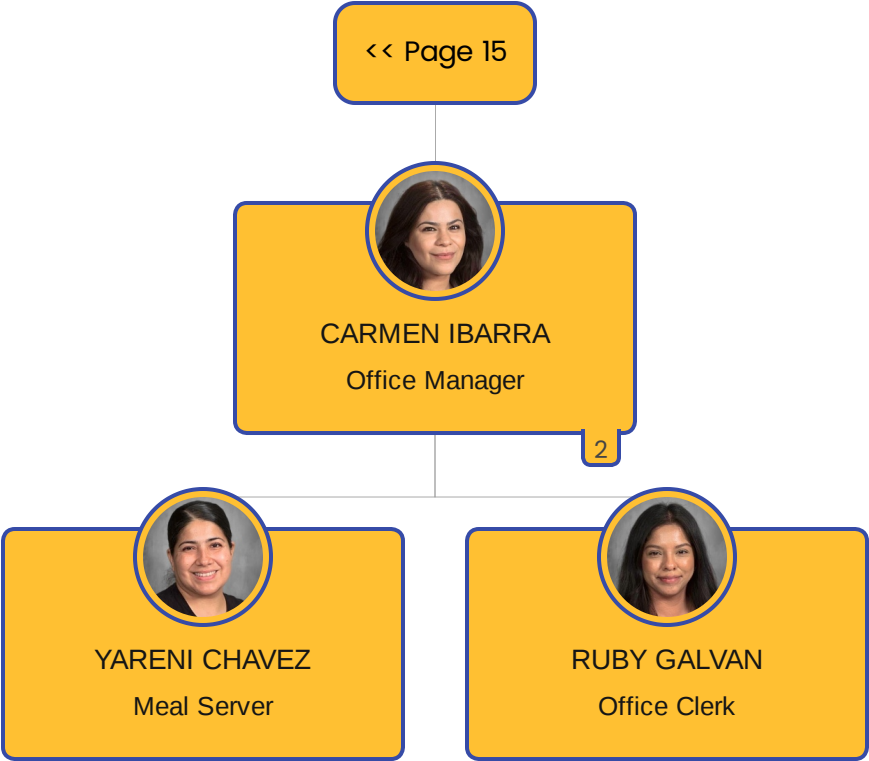


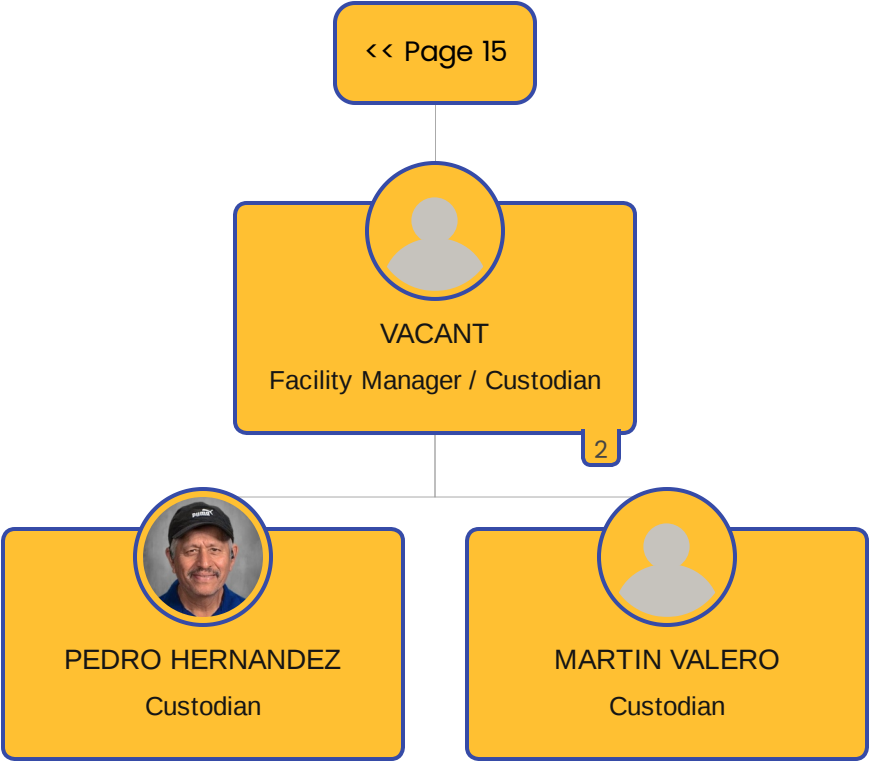
BENJAMIN JUAREZ  
Community Schools  
Coordinator

1



JESSICA JOANNE ELLIS  
Community Schools Liaison





## Coversheet

### Approval of Board Resolution for Magnolia Science Academy- Orange County for Creation and Elimination of Position(s) for the Improvement of Educational Programs for Students

**Section:** III. Action Items  
**Item:** D. Approval of Board Resolution for Magnolia Science Academy-Orange  
County for Creation and Elimination of Position(s) for the Improvement of Educational Programs for  
Students  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III\_D\_Board Resolution MSA-OC.pdf



<b>Agenda Item:</b>	III D: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Fiorella Del Carpio, Chief People Officer Maria Czerner-Rowell, Principal at Magnolia Science Academy-Orange County
<b>RE:</b>	Approval of Board Resolution for Creation and Elimination of Position(s) for Magnolia Science Academy-OC (“MSA-OC”) for the Improvement of Educational Programs for Students

### **Action Proposed:**

I move that the Board approves the board resolution for creation and elimination of positions for MSA-Orange County to improve the school educational programs for students.

### **Purpose:**

This report proposes staffing adjustments at MSA-OC to align with current operational needs and support both mental health services and campus facilities management. The proposed changes include:

- The addition of a part-time Mental Health Support Provider to serve both the Anaheim and Placentia-Yorba Linda school sites.
- The elimination of five (5) full-time teaching positions in alignment with enrollment and staffing projections.
- MSA-OC will remove a total of four (4) full time paraprofessional positions from both Anaheim and Placentia-Yorba Linda school sites.

These changes are intended to improve the overall operational efficiency and student support services at MSA-OC.

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### **Key Details:**



**Addition of Part-Time Mental Health Support Provider:**

- A part-time Mental Health Support Provider will be added to serve both the Anaheim and Placentia-Yorba Linda school sites.
- This position is designed to address the social emotional support for student mental health services and provide necessary support across both campuses.

**Elimination of Five (5) Full-Time Teaching Positions:**

- Five full-time teaching positions will be eliminated, in alignment with updated enrollment projections and overall staffing needs for the upcoming school year.
- This adjustment is necessary to ensure optimal staffing levels while maintaining educational quality across the campuses.

**Budget Implications:**

The changes have been incorporated into the MSA Orange County 2025-26 operating budget. We note that the school is projecting deficit spending for the year as enrollment projections have not materialized as we had anticipated. Based on current data, MSA OC is projecting an operating deficit of approximately \$643k for the 2025-26 school year. We will need to carefully monitor all enrollment, revenues and expenditures and update the budget accordingly. This information will be incorporated into the School's 2025-26 First Interim Report that will be presented to the Board on December 11, 2025.

**Exhibits:**

- Board Resolution #20250807-3
- MSA-OC Organizational Chart

## Resolution #20250807-3

### MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

### RESOLUTION

#### CREATION AND ELIMINATION OF POSITIONS FOR FOR MAGNOLIA SCIENCE ACADEMY-ORANGE COUNTY (“MSA-OC”) FOR THE IMPROVEMENT OF EDUCATIONAL PROGRAMS FOR STUDENTS

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

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

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

1. MSA-OC will add a part time Mental Health Support Provider serving both Anaheim and Placentia-Yorba Linda school sites.
2. MSA-OC will eliminate 5 (five) full time teaching positions
3. MSA-OC will remove a total of four (4) full time paraprofessional positions from both Anaheim and Placentia-Yorba Linda school sites.
4. These changes will become effective immediately. The CEO is hereby directed by the Board to take all actions necessary to effectuate this Resolution.

**PASSED AND ADOPTED** by the Board this 7th day of August, 2025, by the following vote:

AYES:

NOES:

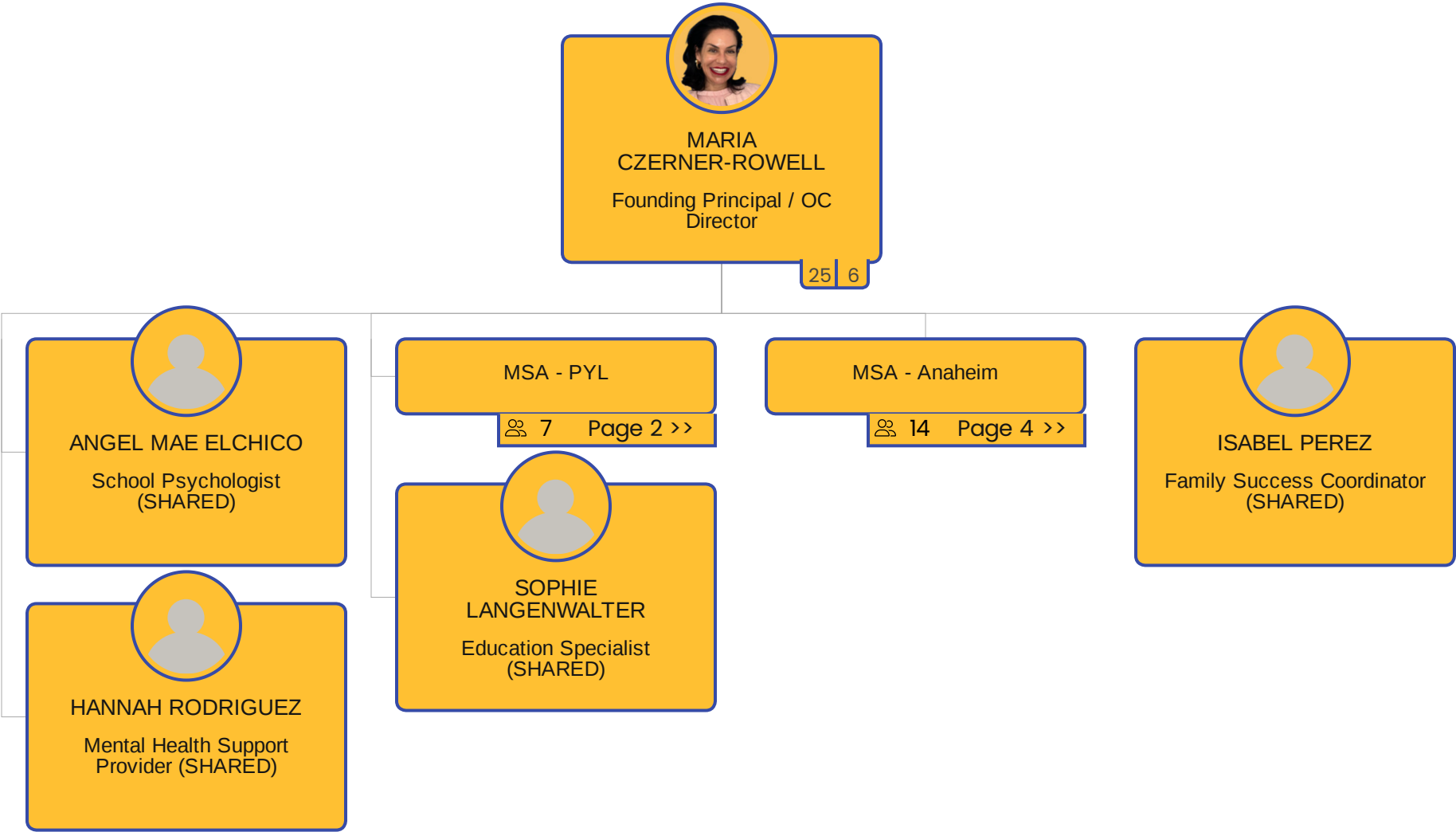
RECUSE:

ABSENT:

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


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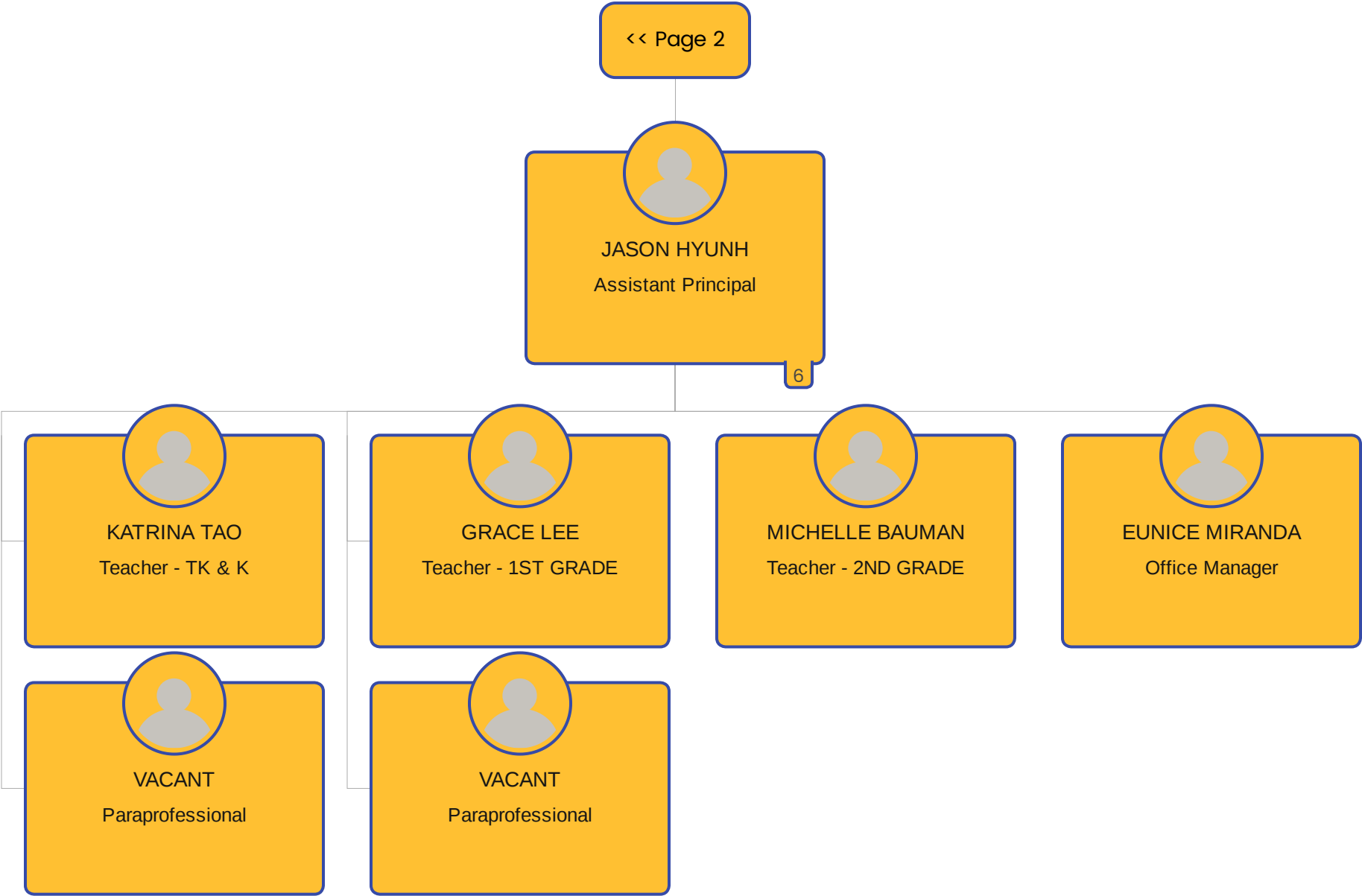
Board Chair



<< Page 1

MSA - PYL  
7 | 1


  
JASON HYUNH  
Assistant Principal  
6 Page 3 >>




<< Page 1

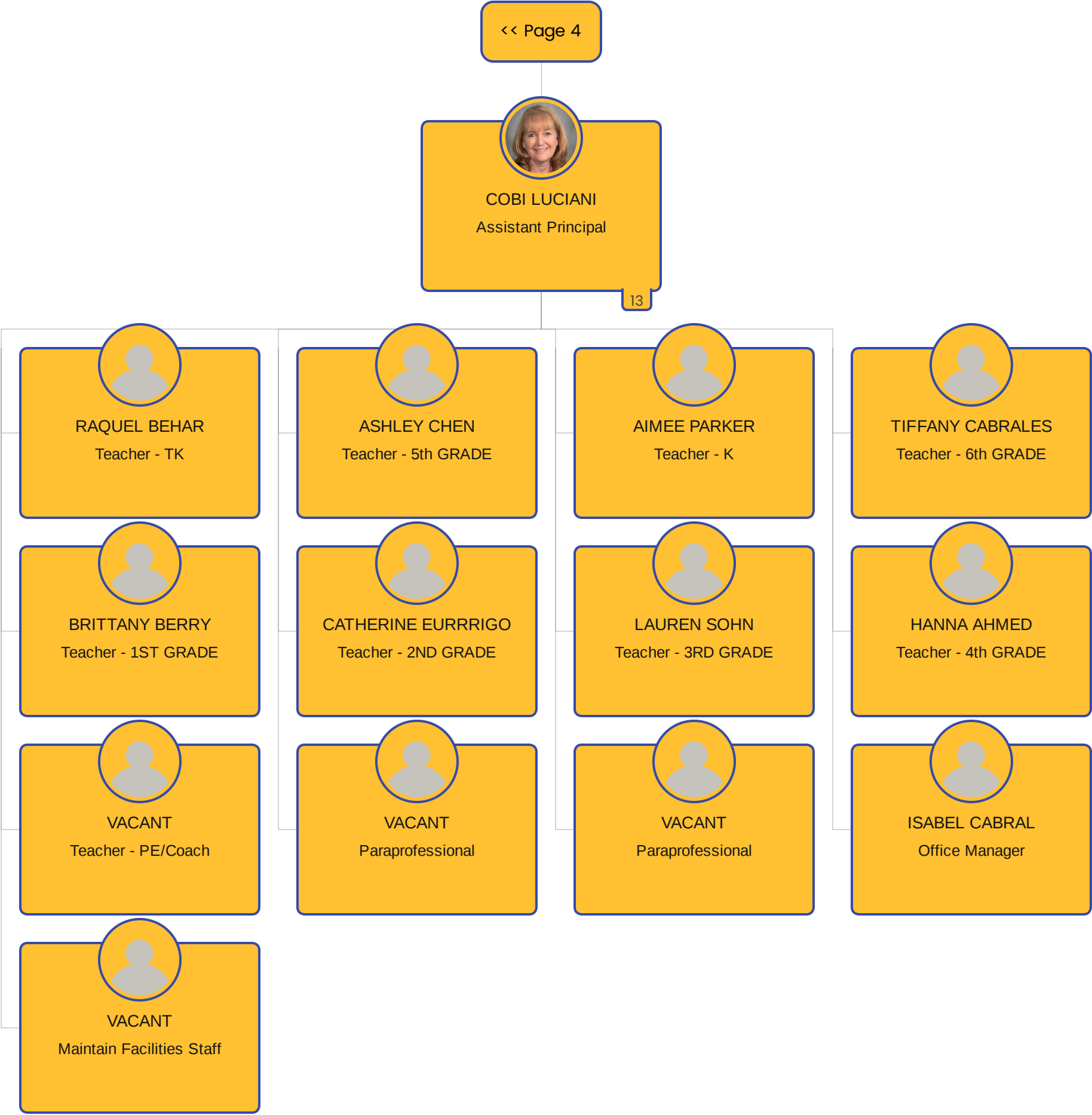
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COBI LUCIANI  
Assistant Principal

 13 Page 5 >>



## Coversheet

### Approval of Material Revision Board Resolutions for Magnolia Science Academy-4 and Magnolia Science Academy-6

**Section:** III. Action Items  
**Item:** E. Approval of Material Revision Board Resolutions for Magnolia Science Academy-4 and Magnolia Science Academy-6  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III\_E\_Material Revision Board Resolutions for MSA-4 & MSA-6.pdf



<b>Agenda Item:</b>	III E: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Dr. Brenda Olivares, Chief Impact Officer Andrew Zarnich, Director of Charter Petitions and Reporting
<b>RE:</b>	Approval of Material Revision Board Resolutions for Magnolia Science Academy-4 and Magnolia Science Academy-6

### **Action Proposed:**

I move that the Board approve of the resolutions authorizing the submission of Material Revision applications to the Los Angeles Unified School District for Magnolia Science Academy-4 and Magnolia Science Academy-6, and grant authority to the CEO & Superintendent to sign and submit the Material Revision applications and all related documents.

### **Purpose:**

According to California Education Code, a charter school must submit a Material Revision application when seeking to make significant changes to its charter, such as relocation.

### **Background:**

Magnolia Science Academy 4 currently operates at 11330 W. Graham Place, Los Angeles, CA 90064. MSA-6 currently operates at 745 South Wilton Pl., Los Angeles, CA 90005. Both schools plan to relocate to a facility at 6325 Santa Monica Blvd., Los Angeles, CA 90038, in the Hollywood neighborhood. The new facility will be available for student enrollment starting in July 2026.

Because the proposed location falls outside Magnolia Science Academy 4’s current Community of Schools boundary as defined by LAUSD, the school will submit a Community Impact Assessment as part of the Material Revision process.



Because of the proximity of Magnolia Science Academy 6's current site to the new site, a Community Impact Assessment will not be included as part of its Material Revision application.

It is resolved that the Board of Directors authorizes the preparation and submission of Magnolia Science Academy 4 and Magnolia Science Academy 6's material revision requests to LAUSD, and that the following individual is authorized to take all steps necessary to seek its approval:

- The CEO & Superintendent will serve as the authorized representative and is hereby empowered to sign the Material Revision applications, execute the amendment documents, and make necessary revisions to ensure compliance with District guidance and the best interests of the schools.

**Analysis:**

The relocation allows Magnolia Public Schools to return Hollywood, a community previously inhabited by Magnolia Science Academy 5. The new site provides enhanced visibility, accessibility, and long-term sustainability for both Magnolia Science Academy 4 and Magnolia Science Academy 6.

**Impact:**

The change will support enrollment stability and growth, maintain high academic standards, and improve operational alignment with the organization's strategic vision.

**Budget Implications:**

The material revisions will include updated financial projections that reflect the relocation.

**Exhibits:**

- Board Resolution #20250807-4
- Board Resolution #20250807-5

**RESOLUTION OF THE BOARD OF DIRECTORS**  
**Magnolia Educational & Research Foundation**  
**A California Public Benefit Corporation**  
**Board Resolution 20250807-4**

**RESOLUTION APPROVING SUBMISSION OF CHARTER MATERIAL REVISION**

WHEREAS, the Board of Directors (“Board”) of Magnolia Educational & Research Foundation, dba Magnolia Public Schools, which operates Magnolia Science Academy 4 (“MSA-4” or the “Charter School”), finds it in the best interest of the Charter School and in furtherance of its educational and public purposes to submit a material revision of the MSA-4 charter as authorized by the Los Angeles Unified School District (the “District”) and provided for in Education Code Section 47607; and

WHEREAS, MSA-4 currently operates at 11330 W. Graham Place, Los Angeles, CA 90064; and

WHEREAS, the Charter School wishes to relocate to the Hollywood neighborhood of Los Angeles, where Magnolia Public Schools has longstanding roots, by moving to 6325 Santa Monica Blvd., Los Angeles, CA 90038; and

WHEREAS, the 6325 Santa Monica Blvd. site will be available for student enrollment in July 2026; and

WHEREAS, the new location is outside of MSA-4’s current “Community of Schools” as defined by the District, so the Charter School will produce a Community Impact Assessment.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Charter School to prepare a material revision of the MSA-4 charter for submission to the District; and

BE IT RESOLVED FURTHER, that the Board authorizes Alfredo Rubalcava, its Chief Executive Officer and Superintendent, to sign the request for a material revision, execute the amendment document, and otherwise act on behalf of MSA-4 with respect to the material revision application process; and

BE IT RESOLVED FURTHER, that the Board directs the Chief Executive Officer and Superintendent to work with the District on the details of the material revision submission, and authorizes the Chief Executive Officer and Superintendent to amend the material revision application based on the best interests of MSA-4; and

BE IT RESOLVED FURTHER, that the nature and scope of the major changes associated with the material revision of the MSA-4 charter are:

1. To update the MSA-4 charter, including but not limited to, relocating to 6325 Santa Monica Blvd., Los Angeles, CA 90038; and
2. To update the MSA-4 budget and financial projections to reflect the above.

\* \* \*

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 7<sup>th</sup> day of August, 2025.

AYES:

NOS:

ABSTENTIONS:

ABSENT:

By: \_\_\_\_\_  
Jennifer Lara, Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS**  
**Magnolia Educational & Research Foundation**  
**A California Public Benefit Corporation**  
**Board Resolution 20250807-5**

**RESOLUTION APPROVING SUBMISSION OF CHARTER MATERIAL REVISION**

WHEREAS, the Board of Directors (“Board”) of Magnolia Educational & Research Foundation, dba Magnolia Public Schools, which operates Magnolia Science Academy 6 (“MSA-6” or the “Charter School”), finds it in the best interest of the Charter School and in furtherance of its educational and public purposes to submit a material revision of the MSA-6 charter as authorized by the Los Angeles Unified School District (the “District”) and provided for in Education Code Section 47607; and

WHEREAS, MSA-6 currently operates at 745 South Wilton Pl., Los Angeles, CA 90005; and

WHEREAS, the Charter School wishes to relocate to the Hollywood neighborhood of Los Angeles, where Magnolia Public Schools has longstanding roots, by moving to 6325 Santa Monica Blvd., Los Angeles, CA 90038; and

WHEREAS, the 6325 Santa Monica Blvd. site will be available for student enrollment in July 2026.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Charter School to prepare a material revision of the MSA-6 charter for submission to the District; and

BE IT RESOLVED FURTHER, that the Board authorizes Alfredo Rubalcava, its Chief Executive Officer and Superintendent, to sign the request for a material revision, execute the amendment document, and otherwise act on behalf of MSA-6 with respect to the material revision application process; and

BE IT RESOLVED FURTHER, that the Board directs the Chief Executive Officer and Superintendent to work with the District on the details of the material revision submission, and authorizes the Chief Executive Officer and Superintendent to amend the material revision application based on the best interests of MSA-6; and

BE IT RESOLVED FURTHER, that the nature and scope of the major changes associated with the material revision of the MSA-6 charter are:

1. To update the MSA-6 charter, including but not limited to, relocating to 6325 Santa Monica Blvd., Los Angeles, CA 90038; and
2. To update the MSA-6 budget and financial projections to reflect the above.

\* \* \*

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 7<sup>th</sup> day of August, 2025.

AYES:

NOS:

ABSTENTIONS:

ABSENT:

By: \_\_\_\_\_  
Jennifer Lara, Secretary

## Coversheet

### Approval of Charter Renewal Board Resolution for Magnolia Science Academy-4

<b>Section:</b>	III. Action Items
<b>Item:</b>	F. Approval of Charter Renewal Board Resolution for Magnolia Science Academy-4
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	III_F_Charter Renewal Board Resolution for MSA-4.pdf



<b>Agenda Item:</b>	III F: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Dr. Brenda Olivares, Chief Impact Officer Andrew Zarnich, Director of Charter Petitions and Reporting
<b>RE:</b>	Approval of Charter Renewal Board Resolution for Magnolia Science Academy-4

**Action Proposed:**

I move that the Board approve the board resolution that authorizes the filing of the Charter Renewal Petition with the Los Angeles Unified School District for Magnolia Science Academy-4, and give authority to the CEO & Superintendent to serve as the Lead Petitioner.

**Purpose:**

According to the state of California, every five years, a charter school is required to renew its charter and submit a charter renewal petition that demonstrates a strong academic program and academic achievement.

**Background:**

Magnolia Science Academy 4 is approaching the last year of its approved charter petition term, given the state extension. The resolution being approved today is from the Board of Directors of Magnolia Educational and Research Foundation, authorizing the submission of the Magnolia Science Academy 4 Charter Renewal Petition for a five-year term (July 1, 2026 - June 30, 2031) to the Los Angeles Unified School District.

It is resolved that the Board of Directors authorizes the filing of the Charter Renewal Petition with the Los Angeles Unified School District, and that the following individuals are authorized to take all steps necessary pursuant to their roles to seek the approval of the Charter Renewal Petitions: CEO & Superintendent will serve as the “Lead Petitioner,” and is hereby authorized to sign the Charter Renewal Petitions and to take all steps necessary for approval of same,



- The CEO & Superintendent will serve as the Lead Petitioner
- Jacob Theis is the Principal/Instructional Leader
- Dr. Steve Budhreja is the Onsite Financial Manager

**Budget Implications:**

There are no budget implications.

**Exhibits:**

- Board Resolution #20250807-6

**MAGNOLIA PUBLIC SCHOOLS  
BOARD OF DIRECTORS**

**RESOLUTION AUTHORIZING SUBMISSION OF CHARTER RENEWAL PETITION  
TO LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
RESOLUTION NO. 20250807-6**

WHEREAS, Magnolia Education and Research Foundation, operating as Magnolia Public Schools, is a California nonprofit public benefit corporation that operates Magnolia Science Academy 4 (the “Charter School”), a California public charter school; and

WHEREAS, the Board of Directors (“Board”) of Magnolia Public Schools finds it in the best interest of the Charter School to submit a charter renewal petition application (“Renewal”) of the Magnolia Science Academy 4 charter as authorized by the Los Angeles Unified School District (“LAUSD”) and provided for in Education Code Sections 47605, 47607 and 47607.2.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the submission of the Magnolia Science Academy 4 to the LAUSD Board of Education for a term of July 1, 2026 to June 30, 2031; and

BE IT FURTHER RESOLVED that the Board authorizes the following individuals to take all steps necessary pursuant to their roles to seek the approval of the Renewal:

- Alfredo Rubalcava will serve as “Lead Petitioner” and is hereby authorized to make any additional changes or revisions to the charter renewal petition as may be necessary to comply with applicable legal requirements and/or District policies and procedures, and to take all steps necessary for approval of same;
- Jacob Theis is the Principal;
- Alfredo Rubalcava is Magnolia Public School Chief Executive Officer; and
- Steve Budhreja, Chief Financial Manager, is the Financial Manager.

\* \* \*

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 7<sup>th</sup> day of August, 2025.

AYES:

NOS:

ABSTENTIONS:

ABSENT:

By: \_\_\_\_\_  
Jennifer Lara, Board Secretary

# Coversheet

## Enrollment Update

<b>Section:</b>	IV. Information/Discussion Items
<b>Item:</b>	B. Enrollment Update
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	IV_B_Enrollment Update.pdf



<b>Agenda Item:</b>	IV B: Information/Discussion Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “ <b>Board</b> ”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Dr. Brenda D. Olivares, Chief Impact Officer Lydiett Woods, Director of School Office Data & Accountability
<b>RE:</b>	Enrollment Update: State of Enrollment, Gap to Goal

**Action Proposed:**

No action is needed.

**Purpose:**

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 the current enrollment status as of this time last year. The visual data will also include gap-to-goal target programs. Incorporated are the data points with feedback from Board members for visual representation from previous presentations.

**Background:**

Planning and executing plans for the next two months is critical as we have the Oct 1, 2025 census day snapshot just around the corner, and we have two schools opening in mid-August, adding to the portfolio of Magnolia schools. To keep everyone focused on the lag measure of reaching 4259 students' enrollment by October 1, 2025. We are currently communicating to all school sites the steady progress being made as a collective effort towards student enrollment, focused on recruitment and retention activities.

Each school site on weekly measures (actionable commitments) to contribute to the overall goal. This Summer season, with the support of the Family Success Coordinator (FSC) and school site leaders, various activities were highlighted as opportunities at the school site to keep families authentically engaged to promote student/ family retention.

Unfortunately, due to the climate of uncertainty with current immigration enforcement policies and actions that have targeted many of the communities we serve, some of the Summer outreach opportunities had low turnout or were canceled due to the climate of fear created in communities.



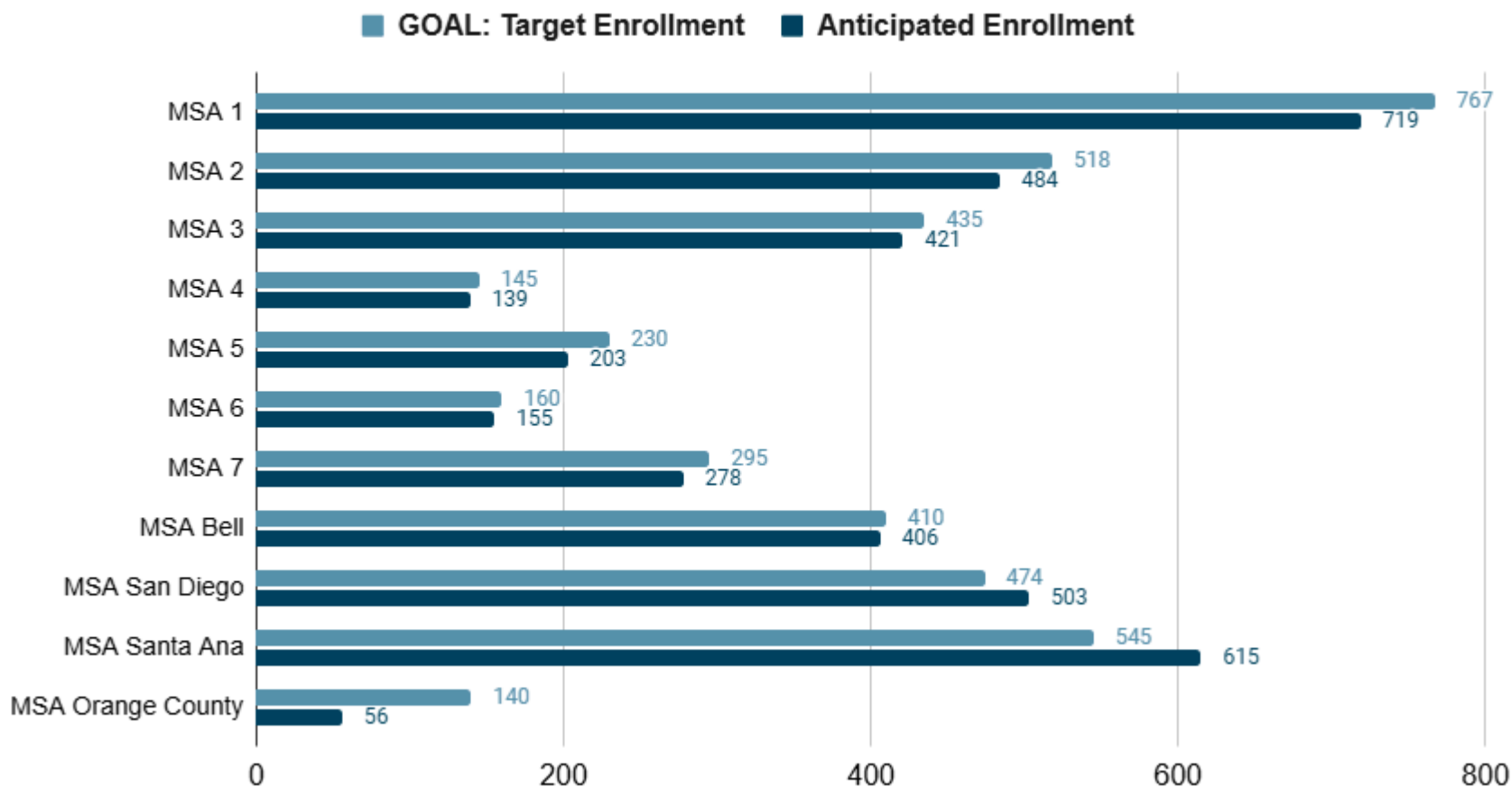
Being able to pivot and adjust plans is a resilient skill our school leaders and enrollment teams have been able to garner during these unforeseen events. School tours were held virtually, and school teams were able to meet where families were comfortable meeting to complete registrations, in-person or virtually. The good news is we are seeing the needle move in a positive direction, and we still have work to do before the first day of school this month and especially census day, October 1, 2025.

**Analysis:**

We are seeing gains in enrollment, specifically with setting commitments at school sites with school leaders and family success coordinators leveraging powerful connections with families. We see the most movement at MSA Santa Ana, which has not only met but exceeded their target enrollment for projected growth goals. Since the start of July and weekly, we have seen an average of 4-5 completed registrations at the majority of the school sites, and some schools, like MSA Bell and Santa Ana, last week, with double-digit gains. We have also seen weekly progress with MSA OC, and as team members continue to join, getting more visibility and opportunity in the community.

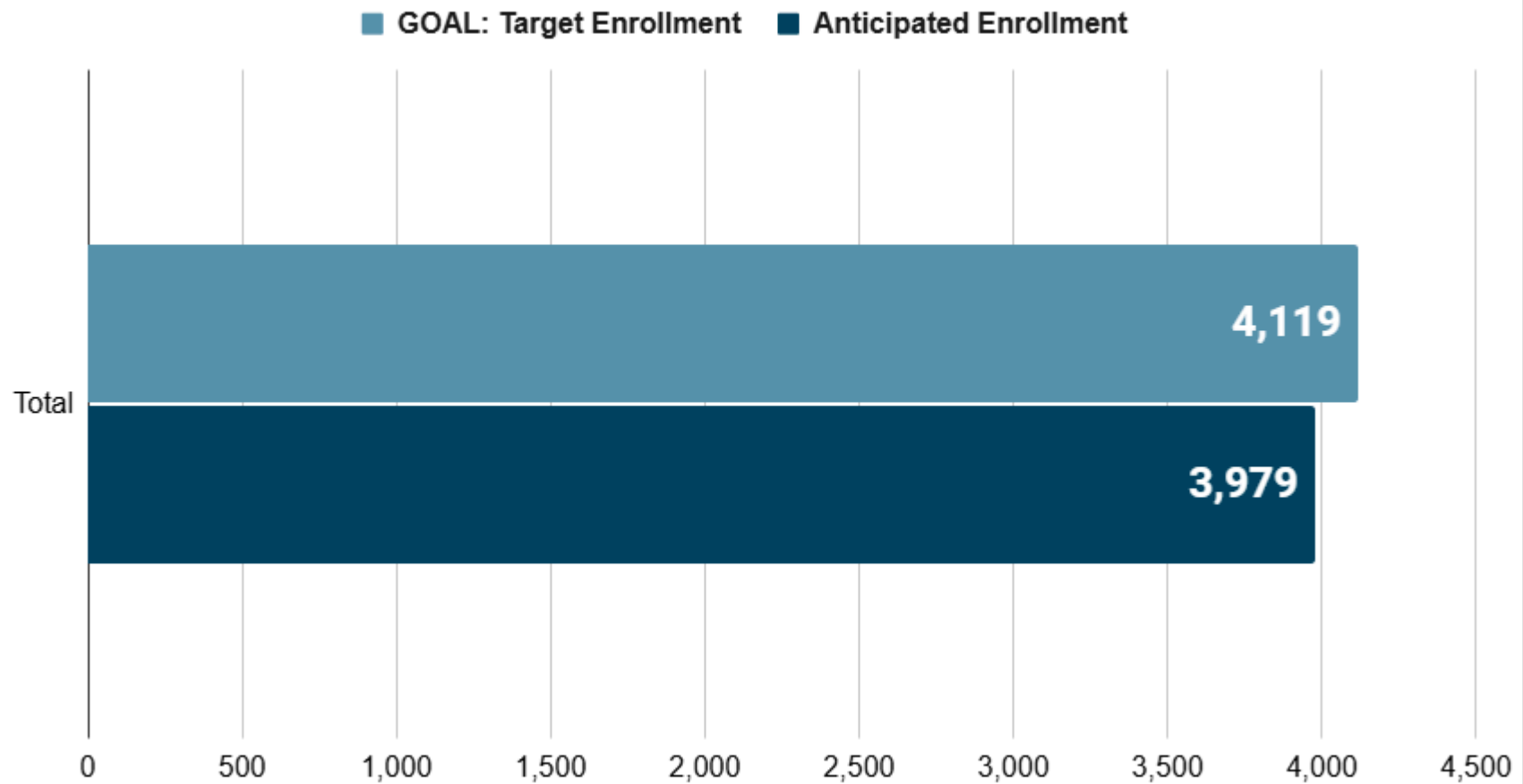


## Magnolia Public Schools Expected Enrollment 2025-26 [August 6, 2025]





## Magnolia Public Schools Expected Enrollment 2025-26 [August 6, 2025]





MPS	2025-2026		Percentage towards Enrollment Goal	2024-2025	
	August 6, 2025			August 8, 2024	
	Completed Registrations	Total Applications		Completed Registrations	Total Applications
Magnolia Science Academy 1	145	150	93.7%	187	214
Magnolia Science Academy 2	92	96	93.4%	137	148
Magnolia Science Academy 3	111	134	96.8%	127	155
Magnolia Science Academy 4	43	61	95.9%	51	76
Magnolia Science Academy 5	42	53	88.3%	59	64
Magnolia Science Academy 6	75	78	96.9%	50	75
Magnolia Science Academy 7	71	103	94.2%	64	85
Magnolia Science Academy Bell	171	179	99%	139	152
Magnolia Science Academy San Diego	197	197	106.1%	220	226
Magnolia Science Academy Santa Ana	156	188	112.8%	114	141
MSA Orange County	56	81	40%	N/A	N/A
Total	1159	1320	92.47%	1148	1336



**Impact:**

The collective effort to meet the target projected goals for enrollment benefits everyone, and that is the focus of the work moving forward. We also know the impact of the goals not being met, and those are conversations that are not comfortable but must be had to ground the team in reality.

**Exhibits:** None

## Coversheet

### Approval of Change Order #12 – Dry Utilities for the Magnolia Science Academy-5 Project

<b>Section:</b>	V. Action Items
<b>Item:</b>	A. Approval of Change Order #12 – Dry Utilities for the Magnolia Science Academy-5 Project
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	V_A_Change Order #012 with Pro-Craft_MSA-5 Project.pdf



Agenda Item:	V A: Action Item
Date:	August 7, 2025
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ <b>MPS</b> ”) Board of Directors (the “ <b>Board</b> ”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Patrick Ontiveros, General Counsel & Director of Facilities Mustafa Sahin Project Manager Katrina Jimenez, Assistant Project Manager
RE:	Approval of Change Order #012 with Pro-Craft for Dry Utility Modifications at MSA-5 7111 Winnetka

1. **Action Proposed:**

MPS Staff recommends and moves that the Board approve Contract **Change Order #012** from Pro-Craft Construction, Inc. in the amount of Six Hundred Eleven Thousand One Hundred Twenty-Six Dollars and Seventy-One Cents (\$**611,126.71**) for the **Magnolia Science Academy-5 – 7111 Winnetka Modular Construction Project** (the “Project”).

2. **Purpose:**

The purpose of this item is to request Board approval of **Change Order #012** for dry utility scope additions at the **MSA-5 – 7111 Winnetka** site. This Change Order covers required modifications to the electrical and low-voltage infrastructure based on fire life safety compliance and site coordination directed by the **Division of the State Architect (DSA)** under CCDB-2.

3. **Background:**

At the **July 10th** Board meeting, staff provided the Board with an update that PCCO #012 was forthcoming, pending completion of pricing review with Gateway Science & Engineering (“Gateway”).

This change order arose due to late-stage design coordination changes issued as part of CCDB-2, which required revised routing and connection of key dry utility systems. These adjustments were primarily driven by:

- DSA fire life safety compliance
- Site-specific layout refinements for power, low voltage, and lighting systems

These changes were not previously included in Increment 1 or 2 design packages and only became clear after final CCDB-2 updates were completed.

Gateway has reviewed this PCCO thoroughly, including conducting a joint pricing review with Pro-Craft. In their recommendation dated July 3, 2025, Gateway confirms the proposal reflects necessary scope and fair pricing, following several rounds of clarifications and reductions.



The original amount proposed by Pro-Craft for this scope was **\$670,000.00**. After extensive review, Gateway was able to negotiate the cost down to **\$611,126.71** to better align with fair market value and contract terms.

#### 4. **Analysis & Impact:**

##### **Summary of Change Order Scope:**

- **Electrical Infrastructure Enhancements:** Added electrical conduit and wire, new lighting pole bases, and connections needed for permanent building systems.
- **Fire Alarm & Low Voltage Conduit:** Required pathways for system-wide alarms, intercoms, and technology systems.
- **Trenching and Equipment:** Associated sitework, labor, and materials necessary to support safe routing and connections of these systems.
- **Markup and Insurance:** Standard percentage allocations per contract terms.

The final amount of **\$611,126.71** includes the following categories:

- \$195,964.40 – Electrical additions (lighting, conduit, and power)
- \$225,918.16 – Low-voltage and fire alarm conduit
- \$102,621.50 – Labor, trenching, and equipment
- \$86,622.65 – Overhead, markup, and insurance

Gateway determined that all items are contractually compliant, competitively priced, and necessary to meet regulatory expectations. The proposal ensures systems are safely routed and operational before DSA closeout.

At this time, PCCO #012 is the final major change order expected for CCDB-2 related revisions. Staff will continue to monitor closely with Gateway and the Finance Department.

#### 5. **Budget Implications:**

This Change Order increases the **Increment 1** budget by **\$611,126.71**. While this is a significant cost, it reflects scope that was previously unpriced but is now required to meet final DSA expectations. Staff acknowledges the broader project is over budget, and continues to work with Gateway and Finance to manage impacts and identify potential offsets.

#### 6. **Exhibits:**

- **Exhibit A.** Gateway Evaluation and Recommendation Letter to Approve Prime Contract Change Order 012, Dry Utility Modifications per CCDB-2 for the MSA 5 Project



## Exhibit A.

# Gateway Recommendation Letter – PCCO #012 Dry Utilities



July 21, 2025

Patrick Ontiveros

General Counsel & Director of Facilities

Magnolia Public Schools

250 E. 1st. Street, Suite 1500

Los Angeles, CA 90012

Via: Email

Re: Magnolia Science Academy 5 Project

Prime Contract Change Order 012, Dry Utilities Modifications per CCDB-2

Dear Mr. Ontiveros,

Our team is in receipt of Pro-Craft's proposed Change Order regarding dry utility work in CCDB-2. We have reviewed and analyzed the Change Order for conformance to Contract Documents and reasonableness of labor time and material costs.

### Background

- **Additional conduits for low voltage connection for backflow preventers.** During DSA review of Increment 2, DLR was informed that a fire hydrant would be required within the MSA 5 site. To accommodate the required fire hydrant, the fire water backflow preventer (BFP) was relocated next to the future fire hydrant location. The domestic water BFP was additionally relocated to streamline construction and ensure only a single concrete pad was constructed on the tight site with no other locations but by the existing North CMU wall. Per code, backflow preventer must have connection to fire alarm panels and, therefore additional underground conduits were added to connect BFP to fire alarm panels.
- **Additional conduits for irrigation.** During the design management stage of this project, it was determined that the existing water meter on Winnetka would be sufficient to accommodate the irrigation service. As a result, the irrigation backflow preventer was relocated adjacent to the existing meter. The relocation of the irrigation backflow preventer caused necessity to install conduits for power, and low voltage control wiring. (Please note, these conduits were not designed or shown on either Increment 1 or Increment 2 drawings).
- **Additional conduits for future gym power and low voltage.** DSA requested the design for the gym to be completed and submitted for approval, prior to approval of the Increment 2. While discussing the Gym project, the project team agreed that installing underground dry utilities for the gym now would prevent MPS from demolition of sidewalk, playfield and disruption of school operation later. As a result, it was determined that the installation of the dry utilities now will be beneficial for MPS, even though it would increase project cost.
- **Added conduits and shifted conduits from Increment 1 to Increment 2.** GSE and DLR reviewed design of the dry utilities in Increment 1 and agreed that quantities and lengths of conduits were insufficient. As a result of constructability review, approximately 4500 feet of conduits and 18 pull boxes were added to the design. GSE requested from DLR a review of the trenching design and provide most economic design where the separate trenches are minimized and conduits are installed in single trench. Further



constructability review confirmed, and GSE and DLR agreed that for the benefit of the project all underground conduits are to be installed in Increment 1, shifting this work from Increment 2.

- **Solar Panels design.** In the original design, solar panels were to be installed on the building roof. However, per CDE request, areas of the roof to be covered by solar panels was allocated to “inhabitable roof” with walking areas, etc. As a result, the mandatory solar system was redesigned and submitted to DSA as a standing alone carport system with solar panels on top. These car ports are to be installed next to West wall. Consequently, all power and low voltage conduits were added from switchgear location across entire site.
- **Future additional work for DWP installation.** GSE, DWP and DLR met on site for a preconstruction meeting on June 24, 2025. In this meeting DWP field engineer provided information missing from DLR drawings i.e. underground vaults, requirements for conduits installation and connections to the existing conduits. Please note, this work has not been priced and will be submitted separately.

### Scope of Work

Per CCDB-2 plans, Pro-Craft will install the conduits from domestic water, fire water, and irrigation backflow preventers. They will also install conduits for solar panels on carports, conduits for low voltage and power wiring for future Gym. Please note, due to limitations imposed by existing gravity lines as well as new gravity lines connected to the existing lines, conduits construction will have to be installed to satisfy code requirements for separation between wet and dry utilities, adding time and cost for trenching, compaction, backfill, etc. .The sufficient portion of the dry utilities work shifted from Increment 2 to Increment 1 will provide scheduling, timeline, and cost efficiencies during Increment 2 construction.

### Analysis and Cost

We have reviewed Pro-Craft’s proposed Change Order and find it fair and reasonable. Originally submitted, the proposed Change Order was for \$660,940.61. GSE returned the Change Order to Pro-Craft and directed Pro-Craft to revise several line items, siting overstatement of quantities in submitted proposal: number of sweeps, labor for foreman and other labor categories, number of conduits accounted in change order, etc. Pro Craft revised and resubmitted Change Order for \$633,197.97. Further review and revision adjusted Change Order to \$606,391.24. However, DLR notified GSE that there were two conduits added “last minute” for solar low voltage. Final adjustment resulted in finalized cost of this PCO 12 to \$611,126.71.

Please see below for a breakdown of the cost impacts. Please note the breakdown is an estimate: the exact number for each line item cannot be estimated precisely as the conduit’s co-habit the same trenches. We have also provided a copy of the site utility plan with an overlay comparison of the current utility plan (green) and the previous utility plan (red) that Pro-Craft initially bid in order to highlight significant changes to the scope of work.

### PCCO #012 – Cost Breakdown

- |  |              |
|--|--------------|
| • Additional conduits for low voltage connection for backflow preventers | \$30,000.00. |
| • Additional conduits for irrigation                                     | \$20,000.00. |
| • Additional conduits for future gym power and low voltage               | \$250,000.00 |
| • Added conduits and shifted conduits from Increment 1 to Increment 2    | \$250,000.00 |
| • Solar Panels design including “last minute” conduits                   | \$61,000.00  |

**Total PCCO #012:** **\$611,126.71.**

Based upon the information above and attached, we recommend approving this Change Order as submitted.



**Gateway Science and Engineering, Inc.**

300 North Lake Avenue, 12<sup>th</sup> Floor

Pasadena, California 91101

P: (626) 696-1600 | F: (626) 696-1630

<http://www.gateway-sci-eng.com>

[info@gateway-sci-eng.com](mailto:info@gateway-sci-eng.com)

Best regards,

Ilya Veyts

Project Manager

Gateway Science & Engineering, Inc.

# Proposed Change Order

24262. - Magnolia Science Academy 5

DATE: 7/18/2025

PCO#: 0024 .3

www.procraftci.com



**To:** James Villanueva  
Gateway Science & Engineering  
300 North Lake Ave, 12th Floor  
Pasadena, CA. 91101  
**Phone:** 626-696-1600  
**Email:** jvillanueva@gateway-sci-eng.com

**From:** Joey Gladish  
Pro-Craft Construction, Inc.  
500 Iowa Street  
Redlands, CA 92373  
**Phone:** 909-790-5222  
**Email:** jgladish@procraftci.com

## Description of Change: CCDB2.1- remaing costs for updated electrical

**CCDB2.1- remaing costs for updated electrical. This PCO includes costs for slurry backfill based on conversation of changing the current trenching detail in drawings(minimizing the amount of slurry needed). If detail does not change, this PCO will need to be revised accordingly. Slurry priced to cover up to 2' above pipe with native backfill after that.**

**Exclusions: Contract exclusions apply.**

**-Notes #1, 2, and #5 on ES1.1A**

**-EV panel**

**-fencing**

**-transformers or any equipment besides pull boxes.**

**-any wire within conduits**

**Proposed Change Order Amount**

**\$611,126.71**

**Standard Terms and Conditions of the Subcontract apply, including all exclusions.** Additional Time required, does not include contract extension.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, disruptions, rescheduling, and change in the sequence of work, delays and /or associate acceleration. We expressly reserve the right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades, which may be required to complete this change order, is not a part of this change proposal.

This cost proposal is valid until **07/12/2025** and void thereafter. All work affected by either the acceptance or rejection of the enclosed change order quotation is on hold pending notification.

**CHANGE ORDER REQUEST**

TO: Gateway/Magnolia  
 ATTN: Ilya Veyts  
 DATE: 7/18/2025  
 CO# 24.3

RELATED DOC: CCDB-2.1 electrical portion

LABOR	Hours	Rate	Total
General Foreman			\$0.00
Foreman	220.00	\$114.98	\$25,295.60
Plumber	897.00	\$108.50	\$97,324.50
Operator	500.00	\$113.90	\$56,950.00
Pipelayer	-	\$88.58	\$0.00
Laborer	-	\$93.09	\$0.00
Superintendent	-	\$126.16	\$0.00
Procurement & Delivery			\$0.00
Asbuilts			\$0.00
Clean Up			\$0.00
Equipment Delivery			\$0.00
<b>LABOR SUBTOTALS</b>			<b>\$179,570.10</b>

MATERIAL	QTY	Unit Price	Total
Description			
Material (See Detail)	1.00	\$ 150,579.14	\$150,579.14
slurry	1.00	\$ 70,000.00	\$70,000.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Sub Total</b>			<b>\$220,579.14</b>
<b>Sales Tax</b>			<b>9.50%</b>
<b>MATERIAL SUBTOTALS</b>			<b>\$241,534.16</b>

EQUIPMENT	Unit	Rate	Total
General Foreman Truck	-	\$58.50	\$0.00
Foreman Truck- Plumbing	-	\$58.50	\$0.00
Foreman Truck- Site Utility	166.00	\$65.00	\$10,790.00
excavator	500.00	\$135.52	\$67,760.00
loader	250.00	\$169.46	\$42,365.00
			\$0.00
			\$0.00
			\$0.00
<b>EQUIPMENT SUBTOTAL</b>			<b>\$120,915.00</b>

SUBCONTRACTOR	Total
	\$0.00
	\$0.00
	\$0.00
<b>SUBCONTRACTOR SUBTOTAL</b>	<b>\$0.00</b>

COMMENTS	OH&P	Summary	Total
		LABOR SUBTOTAL	\$179,570.10
		MATERIAL SUBTOTAL	\$241,534.16
		EQUIPMENT SUBTOTAL	\$120,915.00
		SUBCONTRACTOR SUBTOTAL	\$0.00
		COST SUBTOTAL	\$542,019.26
	10%	LABOR OH&P	\$17,957.01
	10%	MATERIAL OH&P	\$24,153.42
	10%	EQUIP OH&P	\$12,091.50
	10%	SUB OH&P	\$0.00
		COST W/MARKUP SUBTOTAL	\$596,221.18
		<b>Bonds &amp; Ins.</b>	<b>\$14,905.53</b>
Additional Days to Contract: 0		\$ 616.44	<b>Daily OH Rate</b>
Contract Extension: NO			<b>QUOTED PRICE</b>
			<b>\$611,126.71</b>

PRO-CRAFT CONSTRUCTION INC.

HQ:500 Iowa St. Redlands, CA 92373 • 444 S Brand Blvd. Ste 202 San Fernando, CA 91340

WWW.PROCRAFTCI.COM • O: (909) 790-5222 • F: (909) 797-2812

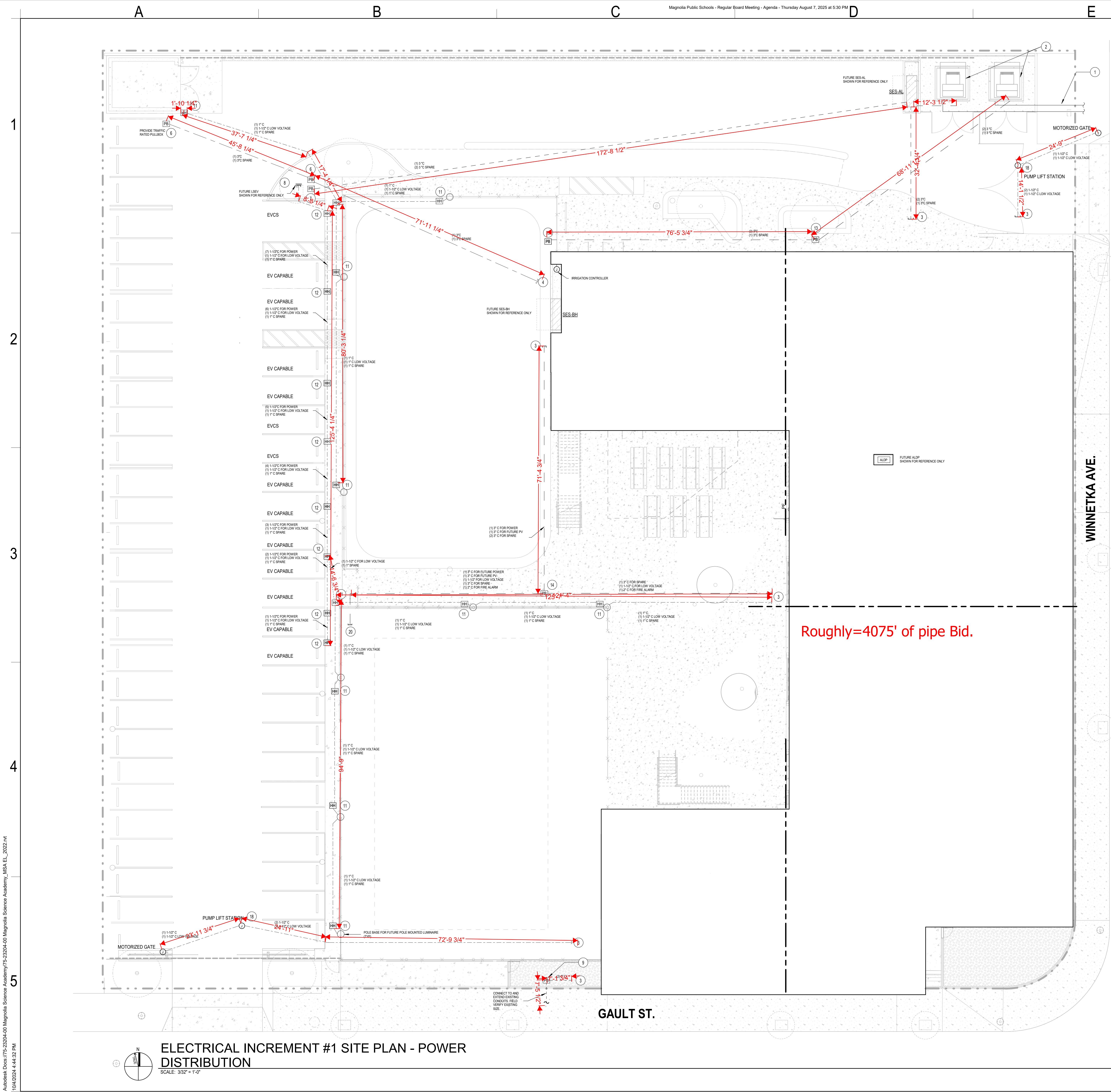
License # CA 467234

## Detail 5

**Company:** Pro-Craft Construction, Inc.**JobName:** 24262-24**Run Date:** 7/10/2025 6:48**Sort Key:** By Area/System☐ Subtotals

Area/System	Qty	Size	Description	Net Total	Job Total
site/electrical	242	¾	Sch 80 PVC PE Pipe	\$ 860.85	14.5
site/electrical	1529	1	Sch 80 PVC PE Pipe	\$ 8,091.27	91.7
site/electrical	40	1½	Sch 80 PVC PE Pipe	\$ 328.38	2.8
site/electrical	1679	3	Sch 80 PVC PE Pipe	\$ 39,301.08	167.9
site/electrical	673	4	Sch 80 PVC PE Pipe	\$ 22,601.38	80.7
site/electrical	32	6	Sch 80 PVC PE Pipe	\$ 2,073.15	5.4
site/electrical	8	¾	PVC Sch 80 Coupling	\$ 71.77	1.6
site/electrical	48	1	PVC Sch 80 Coupling	\$ 443.44	9.6
site/electrical	66	3	PVC Sch 80 Coupling	\$ 3,034.34	25.7
site/electrical	23	4	PVC Sch 80 Coupling	\$ 1,324.15	11.7
site/electrical	16	¾	PVC Solvent Weld Joints	\$ 1.92	0.0
site/electrical	96	1	PVC Solvent Weld Joints	\$ 13.44	0.0
site/electrical	132	3	PVC Solvent Weld Joints	\$ 52.80	0.0
site/electrical	46	4	PVC Solvent Weld Joints	\$ 23.92	0.0
site/electrical	5	<None>	LIGHTSTANDARD light standard	\$ 12,500.00	20.0
site/electrical	18	<None>	PULLBOX pull box	\$ 13,500.00	18.0
site/electrical	2500	<None>	SAND Sand Per LF	\$ 16,250.00	125.0
site/electrical	189	<None>	SWEEP sweep	\$ 28,232.25	379.5
site/electrical	2500	<None>	TT Tracer Tape Per LF	\$ 500.00	5.0
site/electrical	2500	<None>	TW Tracer Wire Per LF	\$ 1,375.00	5.0
site/electrical	25000	<None>	XXEXBF Estimating ONLY Excavation& Backfill per Cubic Foot	\$ -	250.0
site/electrical	25000	<None>	XXEXBFO Estimating ONLY Oiler Excavate & Backfill per Cubic Foot	\$ -	250.0
				<b>\$ 150,579.15</b>	<b>1464.2</b>

Autodesk Docs/75-23204-00 Magnolia Science Academy/75-23204-00 Magnolia Science Academy\_MSA\_EL\_2022.rvt  
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LOW VOLTAGE	
---	208V
---	208V OR 277V + LOW VOLTAGE
---	480V (SOLAR)
---	480V (POWER)
---	4160V (UTILITY POWER)

- GENERAL NOTES**
- A THE SCOPE OF THIS PROJECT INCLUDES UNDERGROUND AND SITE WORK TO SUPPORT THE FUTURE PHASE OF NEW WORK. UTILITY TRANSFORMERS, SES AND DISTRIBUTION SECTIONS ARE FOR REFERENCE ONLY.
- B PROVIDE PULL STRING AND CAP ALL CONDUITS NOT TERMINATED IN A PULL BOX OR HANDHOLE.
- C ALL ELECTRICAL WORK RELATED TO UTILITY SHALL BE PROVIDED PER SERVING UTILITY COMPANY CONSTRUCTION DRAWINGS, STANDARDS AND SPECIFICATIONS. FIELD COORDINATE.

ES1.1 SHEET NOTES	
Keynote Number	Keynote Description
1	PRIMARY FEEDER. COORDINATE REQUIREMENTS WITH UTILITY.
2	LOCATION FOR FUTURE UTILITY TRANSFORMER. COORDINATE PAD, GROUNDING, AND OTHER REQUIREMENTS WITH UTILITY.
3	ROUTE CONDUIT TO WITHIN 10' OF BUILDING AND CAP FOR FUTURE EXTENSION.
4	EXTENSION OF CONDUIT FOR PV SYSTEM BY PV CONTRACTOR.
6	PROVIDE PULLBOX FOR PHOTOVOLTAIC SYSTEM DESIGNED BY OTHERS. ALL FUTURE PHOTOVOLTAIC EQUIPMENT SHALL BE SUPPLIED BY PV DESIGN/BUILDER.
7	PROVIDE PULLBOX FOR FUTURE EV CHARGING FEEDER.
8	LOCATION FOR FUTURE ELECTRIC VEHICLE DISTRIBUTION PANEL.
9	DATATELECOMMUNICATIONS PULLBOX. VERIFY REQUIREMENTS WITH UTILITY.
11	(2) 12"x12" HANDHOLE WITH (1) 1" C FOR SITE LIGHTING POWER + (1) 1" C FOR LOW VOLTAGE EQUIPMENT.
12	(2) 12"x8" HANDHOLES FOR FUTURE EV CHARGING STATION POWER AND LOW VOLTAGE. PROVIDE (1) 1-1/2" C FROM POWER HANDHOLE TO LOCATION OF FUTURE EV PANEL AND CAP. PROVIDE (1) 1" C FROM LOW VOLTAGE HANDHOLE TO WITHIN 10' OF BUILDING. PROVIDE PULL STRING IN ALL.
13	24"x12" PULLBOX FOR FUTURE SERVICE FEEDER TO SES-BH.
14	24"x12" PULLBOX FOR FUTURE FEEDER TO GYM.
18	JUNCTION BOX FOR FUTURE PUMP LIFT STATION. PROVIDE 2" CONDUIT AS INDICATED. SEE CIVIL FOR EXACT LOCATION.
20	CONDUITS FOR FUTURE GYM. COORDINATE LOCATION AND CAP IN PLACE.

TABLE 5.106.5.3.1		
TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CAPABLE SPACES	NUMBER OF EVCS (EV CAPABLE SPACES PROVIDED WITH EVSE) <sup>1</sup>
0-9	0	0
10-25	4	0
26-50	8	2
51-75	13	3
76-100	17	4
101-150	25	6
151-200	35	9
201 and over	20 percent of total <sup>1</sup>	25 percent of EV capable spaces <sup>1</sup>

1. Calculation for spaces shall be rounded up to the nearest whole number.
2. The number of required EVCS (EV capable spaces provided with EVSE) in column 3 count toward the total number of required EV capable spaces shown in column 2.

#### Electric Vehicle Capable Space, Charging Stations and Panel Calculations

Based on California Green Building Standards Code, Title 24, Part 11, 2022 (Chapter 5, Section 5.106.5.3)

##### Number of EV Capable Spaces and Charging Stations

1. Total number of Actual Parking Spaces:	57
2. Number of EV capable spaces shall be provided in accordance with Table 5.106.5.3.1, column 2:	13
3. Number of EV charging stations shall be provided in accordance with Table 5.106.5.3.1, column 3:	3

##### EV Panel Calculations

The EV panel is required to have a dedicated 40 amp minimum branch circuit and a minimum 30 amp load for each EV capable space (5.106.5.3.1)

Number of EV capable spaces:	32A	13
Amps per charger:	6656VA	
VA at 208 volts, 1 phase:	6656VA	
Required VA for the given number of EV capable spaces:		86528VA
Required panel amps for given number of EV capable spaces at 208V, 3 phase:		240A

#### EV Calculations



10/4/2024



MAGNOLIA SCIENCE  
ACADEMY 5 - INCREMENT 1  
7111 WINNETKA AVE, WINNETKA, CA 91306

DSA SUBMISSION  
A# 03-123228

ISSUE DATE: 10/04/2024

1 10/04/24 INCREMENT 1  
2 ADDENDUM 1

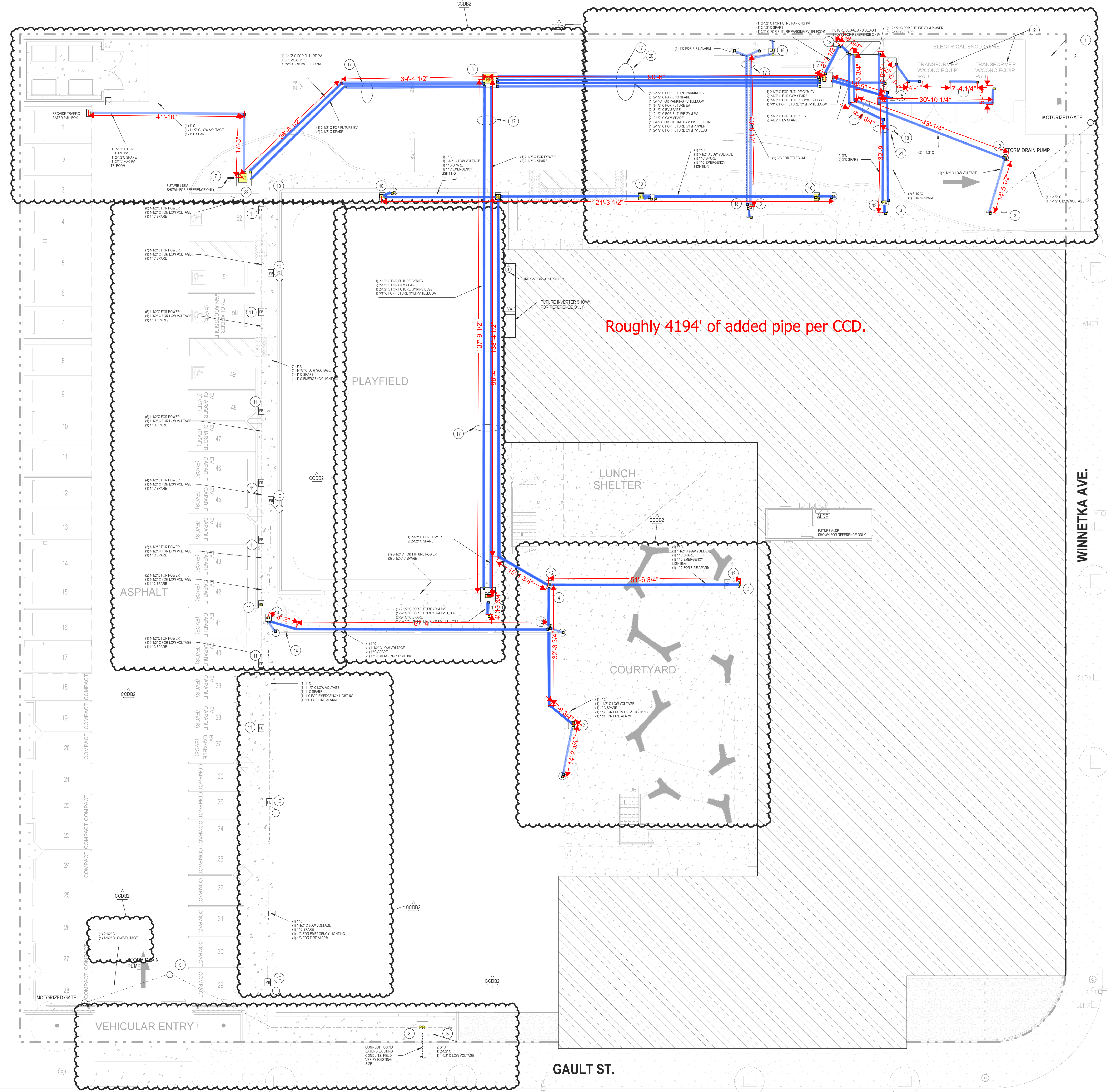
75-23204-00  
ELECTRICAL SITE  
PLAN -  
DISTRIBUTION  
INC #1

ES1.1



# ELECTRICAL SITE PLAN - INC #1

SCALE: 3/32" = 1'-0"



Roughly 4194' of added pipe per CCD.

WINNETKA AVE.

GAULT ST.

-----	LOW VOLTAGE
-----	208V
-----	(208V OR 277V) + LOW VOLTAGE
-----	208V (SOLAR + LOW VOLTAGE)
-----	480V (SOLAR + LOW VOLTAGE)
-----	480V (POWER)
-----	4160V (UTILITY POWER)

## GENERAL NOTES

- THE SCOPE OF THIS PROJECT INCLUDES UNDERGROUND AND SITE WORK TO SUPPORT THE FUTURE PHASE OF NEW WORK. UTILITY TRANSFORMERS, SES AND DISTRIBUTION SECTIONS ARE FOR REFERENCE ONLY.
- PROVIDE PULL STRING AND CAP ALL CONDUITS NOT TERMINATED IN A PULL BOX OR HANDHOLE.
- ALL ELECTRICAL WORK RELATED TO UTILITY SHALL BE PROVIDED PER SERVING UTILITY COMPANY CONSTRUCTION DRAWINGS, STANDARDS AND SPECIFICATIONS. FIELD COORDINATE.
- COORDINATE THE LOCATION OF ALL HANDHOLES AND PULLBOXES WITH CIVIL AND LANDSCAPE DRAWINGS.
- ALL UNDERGROUND SITE CONDUIT TO MAINTAIN A 12" VERTICAL AND HORIZONTAL CLEARANCE WHERE RAN BELOW, ABOVE, AND PARALLEL TO SEWER AND SITE WATER UTILITIES.
- ALL UNDERGROUND SITE CONDUIT TO BE INSTALLED AT A MINIMUM DEPTH OF 18" PER NEC 302.5. DEPTH TO BE 24" AT THE FOLLOWING LOCATIONS: UNDER STREETS, HIGHWAYS, ROADS, ALLEYS, DRIVEWAYS, AND PARKING LOTS.

## SHEET NOTES - ES1.1A

Keynote Number	Keynote Description
1	PRIMARY FEEDER. COORDINATE REQUIREMENTS WITH UTILITY.
2	LOCATION FOR FUTURE UTILITY TRANSFORMER. COORDINATE PAD, GROUNDING, AND OTHER REQUIREMENTS WITH UTILITY.
3	ROUTE CONDUIT TO PULLBOX WITHIN 10' OF BUILDING.
4	SEE SCD DRAWING C4.08 FOR LOCATION OF CRANE PAD. LOCATED ELECTRICAL CONDUIT 10 FT. NORTH OF NORTHERMOST PAD.
5	METAL FENCING 6 FEET WITHIN UTILITY TRANSFORMERS TO BE GROUNDED.
6	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 48" X 72" X 48" WITH A DIVIDER FOR POWER AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE AND POWER CONDUITS.
7	LOCATION FOR FUTURE ELECTRIC VEHICLE DISTRIBUTION PANEL.
8	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" FOR POWER AND TELECOMMUNICATIONS. VERIFY REQUIREMENTS WITH UTILITY.
9	JUNCTION BOX FOR FUTURE STORM DRAIN PUMP. PROVIDE 2" CONDUIT AS INDICATED. SEE CIVIL FOR EXACT LOCATION.
10	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" WITH A DIVIDERS FOR POWER, EMERGENCY POWER, AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE + FIRE ALARM AND POWER CONDUITS.
11	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" FOR FUTURE EV CHARGING STATION POWER AND LOW VOLTAGE. PROVIDE (1) 1-1/2" C FROM POWER HANDHOLE TO LOCATION OF FUTURE EV PANEL AND CAP. PROVIDE (1) 1" C FROM LOW VOLTAGE HANDHOLE TO WITHIN 10' OF BUILDING. PROVIDE PULL STRING IN ALL.
12	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" WITH A DIVIDERS FOR POWER, EMERGENCY POWER, AND FIRE ALARM. LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE + FIRE ALARM AND POWER CONDUITS.
13	JUNCTION BOX FOR STORM DRAIN PUMP. PROVIDE 2-1/2" CONDUIT AS INDICATED. SEE CIVIL FOR EXACT LOCATION. SEE SHEET ES.0 FOR POINT OF CONNECTION INFORMATION.
14	CONDUITS FOR FUTURE GYM. COORDINATE LOCATION WITH SITE UTILITIES AND CAP IN PLACE.
15	FUTURE PV DISCONNECTS SHOWN FOR REFERENCE ONLY.
16	EXTEND 3" CONDUIT AS NEEDED FOR DATA/TELECOMMUNICATIONS PULLBOX. VERIFY REQUIREMENTS WITH UTILITY.
17	ALL PARALLEL RAN CONDUIT TO BE IN THE SAME TRENCH.
18	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 24" X 13" FOR FUTURE FEEDER TO SCHOOL BUILDING.
19	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 24" X 21" FOR FUTURE FEEDER TO SCHOOL BUILDING.
20	PROVIDE 24" OF COVER FOR CONDUIT. DIRECT BURY CONDUIT AND LAY IN A SINGLE ROW WHEN CROSSING THE SANITARY SEWER LINE. ROUTE CONDUIT UNDER THE SANITARY SEWER LINE, AND MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 12" FROM PIPING.
21	PROVIDE 24" OF COVER FOR CONDUIT. DIRECT BURY CONDUIT AND LAY IN A SINGLE ROW WHEN CROSSING THE SANITARY SEWER LINE. ROUTE CONDUIT ABOVE THE SANITARY SEWER LINE, AND MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 12" FROM PIPING.
22	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 48" X 48" X 48" WITH A DIVIDER FOR POWER AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE AND POWER CONDUITS.

TABLE 5.106.5.3.1

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CAPABLE SPACES	NUMBER OF EVCS (EV CAPABLE SPACES PROVIDED WITH EVSE)
0-9	0	0
10-25	4	0
26-50	8	2
51-75	13	3
76-100	17	4
101-150	25	6
151-200	35	9
201 and over	20 percent of total <sup>1</sup>	25 percent of EV capable spaces <sup>1</sup>

- Calculation for spaces shall be rounded up to the nearest whole number.
- The number of required EVCS (EV capable spaces provided with EVSE) in column 3 count toward the total number of required EV capable spaces shown in column 2.

## Electric Vehicle Capable Space, Charging Stations and Panel Calculations

Based on California Green Building Standards Code, Title 24, Part 11, 2022 (Chapter 5, Section 5.106.5.3)

### Number of EV Capable Spaces and Charging Stations

1. Total number of Actual Parking Spaces:	52
2. Number of EV capable spaces shall be provided in accordance with Table 5.106.5.3.1, column 2:	13
3. Number of EV charging stations shall be provided in accordance with Table 5.106.5.3.1, column 3:	3

### EV Panel Calculations

The EV panel is required to have a dedicated 40 amp minimum branch circuit and a minimum 30 amp load for each EV capable space (5.106.5.3.1)

Number of EV capable spaces:	13
Amps per charger:	32A
VA at 208 volts, 1 phase:	6656VA
Required VA for the given number of EV capable spaces:	86528VA
Required panel amps for given number of EV capable spaces at 208V, 3 phase:	240A

### EV Calculations



MAGNOLIA SA 5  
NEW 2-STORY MODULAR BUILDING & SITE WORK  
7111 WINNETKA AVE, WINNETKA, CA 91306

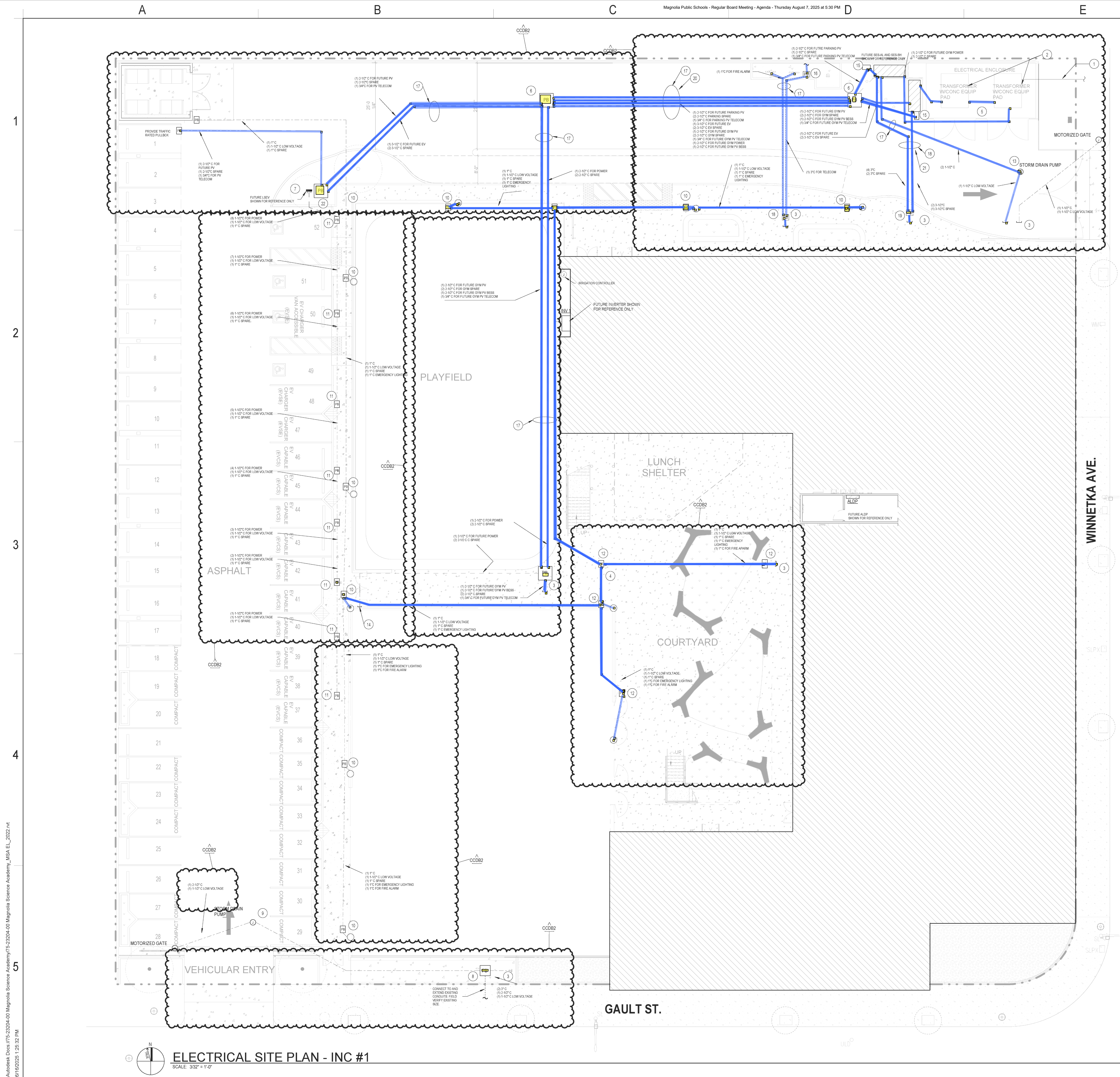
DSA SUBMISSION  
A# 03-123228

REVISIONS
INCREMENT 1 08/2024
REVISED
RFI #10 02/05/24
RFI #11 03/10/24
RFI #14 03/11/24
CC08-1 03/12/25
RFI #01 03/28/25
RFI #01 04/22/25
CC08-2 05/16/25

75-23204-10

ELECTRICAL SITE  
PLAN -  
INCREMENT 1

ES1.1A



-----	LOW VOLTAGE
-----	208V
-----	(208V OR 277V) + LOW VOLTAGE
-----	208V (SOLAR + LOW VOLTAGE)
-----	480V (SOLAR + LOW VOLTAGE)
-----	480V (POWER)
-----	4160V (UTILITY POWER)

#### GENERAL NOTES

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- COORDINATE THE LOCATION OF ALL HANDHOLES AND PULLBOXES WITH CIVIL AND LANDSCAPE DRAWINGS.
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- ALL UNDERGROUND SITE CONDUIT TO BE INSTALLED AT A MINIMUM DEPTH OF 18" PER NEC 303.5. DEPTH TO BE 24" AT THE FOLLOWING LOCATIONS: UNDER STREETS, HIGHWAYS, ROADS, ALLEYS, DRIVEWAYS, AND PARKING LOTS.

#### SHEET NOTES - ES.1A

Keynote Number	Keynote Description
1	PRIMARY FEEDER. COORDINATE REQUIREMENTS WITH UTILITY.
2	LOCATION FOR FUTURE UTILITY TRANSFORMER. COORDINATE PAD, GROUNDING, AND OTHER REQUIREMENTS WITH UTILITY.
3	ROUTE CONDUIT TO PULLBOX WITHIN 10' OF BUILDING.
4	SEE SCD DRAWING C4.08 FOR LOCATION OF CRANE PAD. LOCATED ELECTRICAL CONDUIT 10 FT. NORTH OF NORTHERMOST PAD.
5	METAL FENCING 6 FEET WITHIN UTILITY TRANSFORMERS TO BE GROUNDED.
6	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 48" X 72" X 48" WITH A DIVIDER FOR POWER AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE AND POWER CONDUITS.
7	LOCATION FOR FUTURE ELECTRIC VEHICLE DISTRIBUTION PANEL.
8	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" FOR POWER AND TELECOMMUNICATIONS. VERIFY REQUIREMENTS WITH UTILITY.
9	JUNCTION BOX FOR FUTURE STORM DRAIN PUMP. PROVIDE 2" CONDUIT AS INDICATED. SEE CIVIL FOR EXACT LOCATION.
10	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" WITH A DIVIDERS FOR POWER, EMERGENCY POWER, AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE + FIRE ALARM AND POWER CONDUITS.
11	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" FOR FUTURE EV CHARGING STATION POWER AND LOW VOLTAGE. PROVIDE (1) 1-1/2" C FROM POWER HANDHOLE TO LOCATION OF FUTURE EV PANEL AND CAP. PROVIDE (1) 1" C FROM LOW VOLTAGE HANDHOLE TO WITHIN 10' OF BUILDING. PROVIDE PULL STRING IN ALL.
12	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" WITH A DIVIDERS FOR POWER, EMERGENCY POWER, AND FIRE ALARM. LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE + FIRE ALARM AND POWER CONDUITS.
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15	FUTURE PV DISCONNECTS SHOWN FOR REFERENCE ONLY.
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18	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 24" X 13" FOR FUTURE FEEDER TO SCHOOL BUILDING.
19	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 24" X 21" FOR FUTURE FEEDER TO SCHOOL BUILDING.
20	PROVIDE 24" OF COVER FOR CONDUIT. DIRECT BURY CONDUIT AND LAY IN A SINGLE ROW WHEN CROSSING THE SANITARY SEWER LINE. ROUTE CONDUIT UNDER THE SANITARY SEWER LINE, AND MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 12" FROM PIPING.
21	PROVIDE 24" OF COVER FOR CONDUIT. DIRECT BURY CONDUIT AND LAY IN A SINGLE ROW WHEN CROSSING THE SANITARY SEWER LINE. ROUTE CONDUIT ABOVE THE SANITARY SEWER LINE, AND MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 12" FROM PIPING.
22	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 48" X 48" X 48" WITH A DIVIDER FOR POWER AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE AND POWER CONDUITS.

TABLE 5.106.5.3.1

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CAPABLE SPACES	NUMBER OF EVCS (EV CAPABLE SPACES PROVIDED WITH EVSE)
0-9	0	0
10-25	4	0
26-50	8	2
51-75	13	3
76-100	17	4
101-150	25	6
151-200	35	9
201 and over	20 percent of total <sup>1</sup>	25 percent of EV capable spaces <sup>1</sup>

- Calculation for spaces shall be rounded up to the nearest whole number.
- The number of required EVCS (EV capable spaces provided with EVSE) in column 3 count toward the total number of required EV capable spaces shown in column 2.

#### Electric Vehicle Capable Space, Charging Stations and Panel Calculations

Based on California Green Building Standards Code, Title 24, Part 11, 2022 (Chapter 5, Section 5.106.5.3)

#### Number of EV Capable Spaces and Charging Stations

1. Total number of Actual Parking Spaces:	52
2. Number of EV capable spaces shall be provided in accordance with Table 5.106.5.3.1, column 2:	13
3. Number of EV charging stations shall be provided in accordance with Table 5.106.5.3.1, column 3:	3

#### EV Panel Calculations

The EV panel is required to have a dedicated 40 amp minimum branch circuit and a minimum 30 amp load for each EV capable space (5.106.5.3.1)

Number of EV capable spaces:	13
Amps per charger:	32A
VA at 208 volts, 1 phase:	6656VA
Required VA for the given number of EV capable spaces:	86528VA
Required panel amps for given number of EV capable spaces at 208V, 3 phase:	240A

#### EV Calculations



MAGNOLIA SA 5  
NEW 2-STORY MODULAR BUILDING & SITE WORK  
7111 WINNETKA AVE, WINNETKA, CA 94596

DSA SUBMISSION  
A# 03-123228

REVISIONS
INCREMENT 1 08/2024
REVISED
RFI #10 02/05/24
RFI #11 03/10/24
RFI #14 03/11/24
CC08-1 03/12/25
RFI #01 03/28/25
RFI #01 04/22/25
CC08-2 05/16/25

75-23204-10

ELECTRICAL SITE  
PLAN -  
INCREMENT 1

ES1.1A

1

2

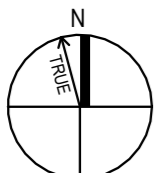
3

4

5

# ELECTRICAL SITE PLAN - INC #1

SCALE: 3/32" = 1'-0"



-----	LOW VOLTAGE
-----	208V
-----	(208V OR 277V) + LOW VOLTAGE
-----	208V (SOLAR + LOW VOLTAGE)
-----	480V (SOLAR + LOW VOLTAGE)
-----	480V (POWER)
-----	4160V (UTILITY POWER)

## GENERAL NOTES

- THE SCOPE OF THIS PROJECT INCLUDES UNDERGROUND AND SITE WORK TO SUPPORT THE FUTURE PHASE OF NEW WORK. UTILITY TRANSFORMERS, SES AND DISTRIBUTION SECTIONS ARE FOR REFERENCE ONLY.
- PROVIDE PULL STRING AND CAP ALL CONDUITS NOT TERMINATED IN A PULL BOX OR HANDHOLE.
- ALL ELECTRICAL WORK RELATED TO UTILITY SHALL BE PROVIDED PER SERVING UTILITY COMPANY CONSTRUCTION DRAWINGS, STANDARDS AND SPECIFICATIONS. FIELD COORDINATE.
- COORDINATE THE LOCATION OF ALL HANDHOLES AND PULLBOXES WITH CIVIL AND LANDSCAPE DRAWINGS.
- ALL UNDERGROUND SITE CONDUIT TO MAINTAIN A 12" VERTICAL AND HORIZONTAL CLEARANCE WHERE RAN BELOW, ABOVE, AND PARALLEL TO SEWER AND SITE WATER UTILITIES.
- ALL UNDERGROUND SITE CONDUIT TO BE INSTALLED AT A MINIMUM DEPTH OF 18" PER NEC 300.5. DEPTH TO BE 24" AT THE FOLLOWING LOCATIONS: UNDER STREETS, HIGHWAYS, ROADS, ALLEYS, DRIVEWAYS, AND PARKING LOTS.

## SHEET NOTES - ES1.1A

Keynote Number	Keynote Description
1	PRIMARY FEEDER. COORDINATE REQUIREMENTS WITH UTILITY.
2	LOCATION FOR FUTURE UTILITY TRANSFORMER. COORDINATE PAD, GROUNDING, AND OTHER REQUIREMENTS WITH UTILITY.
3	ROUTE CONDUIT TO PULLBOX WITHIN 10' OF BUILDING.
4	SEE SOI DRAWING C4.08 FOR LOCATION OF CRANE PAD. LOCATED ELECTRICAL CONDUIT 10 FT. NORTH OF NORTHERMOST PAD.
5	METAL FENCING 6 FEET WITHIN UTILITY TRANSFORMERS TO BE GROUNDED.
6	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 48" X 72" X 48" WITH A DIVIDER FOR POWER AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE AND POWER CONDUITS.
7	LOCATION FOR FUTURE ELECTRIC VEHICLE DISTRIBUTION PANEL.
8	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" FOR POWER AND TELECOMMUNICATIONS. VERIFY REQUIREMENTS WITH UTILITY.
9	JUNCTION BOX FOR FUTURE STORM DRAIN PUMP. PROVIDE 2" CONDUIT AS INDICATED. SEE CIVIL FOR EXACT LOCATION.
10	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" WITH A DIVIDERS FOR POWER, EMERGENCY POWER, AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE + FIRE ALARM AND POWER CONDUITS.
11	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" FOR FUTURE EV CHARGING STATION POWER AND LOW VOLTAGE. PROVIDE (1) 1-1/2" C FROM POWER HANDHOLE TO LOCATION OF FUTURE EV PANEL AND CAP. PROVIDE (1) 1" C FROM LOW VOLTAGE HANDHOLE TO WITHIN 10' OF BUILDING. PROVIDE PULL STRING IN ALL.
12	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" WITH A DIVIDERS FOR POWER, EMERGENCY POWER, AND FIRE ALARM. LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE + FIRE ALARM AND POWER CONDUITS.
13	JUNCTION BOX FOR STORM DRAIN PUMP. PROVIDE 2-1/2" CONDUIT AS INDICATED. SEE CIVIL FOR EXACT LOCATION. SEE SHEET ES1.0 FOR POINT OF CONNECTION INFORMATION.
14	CONDUITS FOR FUTURE GYM. COORDINATE LOCATION WITH SITE UTILITIES AND CAP IN PLACE.
15	FUTURE PV DISCONNECTS SHOWN FOR REFERENCE ONLY.
16	EXTEND 3" CONDUIT AS NEEDED FOR DATATELECOMMUNICATIONS PULLBOX. VERIFY REQUIREMENTS WITH UTILITY.
17	ALL PARALLEL RAN CONDUIT TO BE IN THE SAME TRENCH.
18	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 24" X 13" FOR FUTURE FEEDER TO SCHOOL BUILDING.
19	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 24" X 21" FOR FUTURE FEEDER TO SCHOOL BUILDING.
20	PROVIDE 24" OF COVER FOR CONDUIT. DIRECT BURY CONDUIT AND LAY IN A SINGLE ROW WHEN CROSSING THE SANITARY SEWER LINE. ROUTE CONDUIT UNDER THE SANITARY SEWER LINE. AND MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 12" FROM PIPING.
21	PROVIDE 24" OF COVER FOR CONDUIT. DIRECT BURY CONDUIT AND LAY IN A SINGLE ROW WHEN CROSSING THE SANITARY SEWER LINE. ROUTE CONDUIT ABOVE THE SANITARY SEWER LINE, AND MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 12" FROM PIPING.
22	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 48" X 48" X 48" WITH A DIVIDER FOR POWER AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE AND POWER CONDUITS.

TABLE 5.106.5.3.1

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CAPABLE SPACES	NUMBER OF EVCS (EV CAPABLE SPACES PROVIDED WITH EVSE) <sup>1</sup>
0-9	0	0
10-25	4	0
26-50	8	2
51-75	13	3
76-100	17	4
101-150	25	6
151-200	35	9
201 and over	20 percent of total <sup>1</sup>	25 percent of EV capable spaces <sup>1</sup>

- Calculation for spaces shall be rounded up to the nearest whole number.
- The number of required EVCS (EV capable spaces provided with EVSE) in column 3 count toward the total number of required EV capable spaces shown in column 2.

## Electric Vehicle Capable Space, Charging Stations and Panel Calculations

Based on California Green Building Standards Code, Title 24, Part 11, 2022 (Chapter 5, Section 5.106.5.3.1)

### Number of EV Capable Spaces and Charging Stations

- Total number of Actual Parking Spaces: 52
- Number of EV capable spaces shall be provided in accordance with Table 5.106.5.3.1, column 2: 13
- Number of EV charging stations shall be provided in accordance with Table 5.106.5.3.1, column 3: 3

### EV Panel Calculations

The EV panel is required to have a dedicated 40 amp minimum branch circuit and a minimum 30 amp load for each EV capable space (5.106.5.3.1)

Number of EV capable spaces:	13
Amps per charger:	32A
VA at 208 volts, 1 phase:	6656VA
Required VA for the given number of EV capable spaces:	86528VA
Required panel amps for given number of EV capable spaces at 208V, 3 phase:	240A

## EV Calculations

**EDLRGROUP**  
© DLR Group



**MAGNOLIA PUBLIC SCHOOLS**

**MAGNOLIA SA 5**  
NEW 2-STORY MODULAR BUILDING & SITE WORK  
7111 WINNETKA AVE., WINNETKA, CA 94596

DSA SUBMISSION  
A# 03-123228

REVISIONS  
INCREMENT 1 09/30/24  
REVISED  
RFI #10 02/06/24  
RFI #11 03/10/24  
RFI #14 03/11/24  
CC08-1 03/12/25  
RFI #21 03/28/25  
RFI #21 04/21/25  
CC08-2 05/16/25

75-23204-10

ELECTRICAL SITE  
PLAN -  
INCREMENT 1

**ES1.1A**



**GATEWAY  
SCIENCE AND  
ENGINEERING, INC.**

**Gateway Science and Engineering, Inc.**

300 north lake ave, 12th floor

pasadena, California 91101

P: +16266961600

**Project: 3084 Magnolia Science Academy 5**

7111 Winnetka Ave,

Winnetka, California 91306

## RFI #45: [MSA5][INC 1] Electrical Site Plan Comparisons

<b>Status</b>	Open		
<b>To</b>	Ellen Emmerson (DLR Group) <i>(Response Required)</i> Narek Torosian (DLR Group) Roberto Marquez (DLR Group)		James Villanueva (Gateway Science and Engineering, Inc.)
<b>Date Initiated</b>	Jul 2, 2025	<b>Due Date</b>	Jul 7, 2025
<b>Location</b>		<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>		<b>Schedule Impact</b>	
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Erdinc Acar (Magnolia Public Schools), Greg Brendel (Gateway Science and Engineering, Inc.), Ellen Emmerson (DLR Group), Katrina Jimenez (Magnolia Public Schools), Patrick Ontiveros (Magnolia Public Schools), Mustafa Sahin (Magnolia Public Schools), Mark Stankard (DLR Group), Narek Torosian (DLR Group), Ilya Veyts (Gateway Science and Engineering, Inc.), James Villanueva (Gateway Science and Engineering, Inc.)		

### Activity

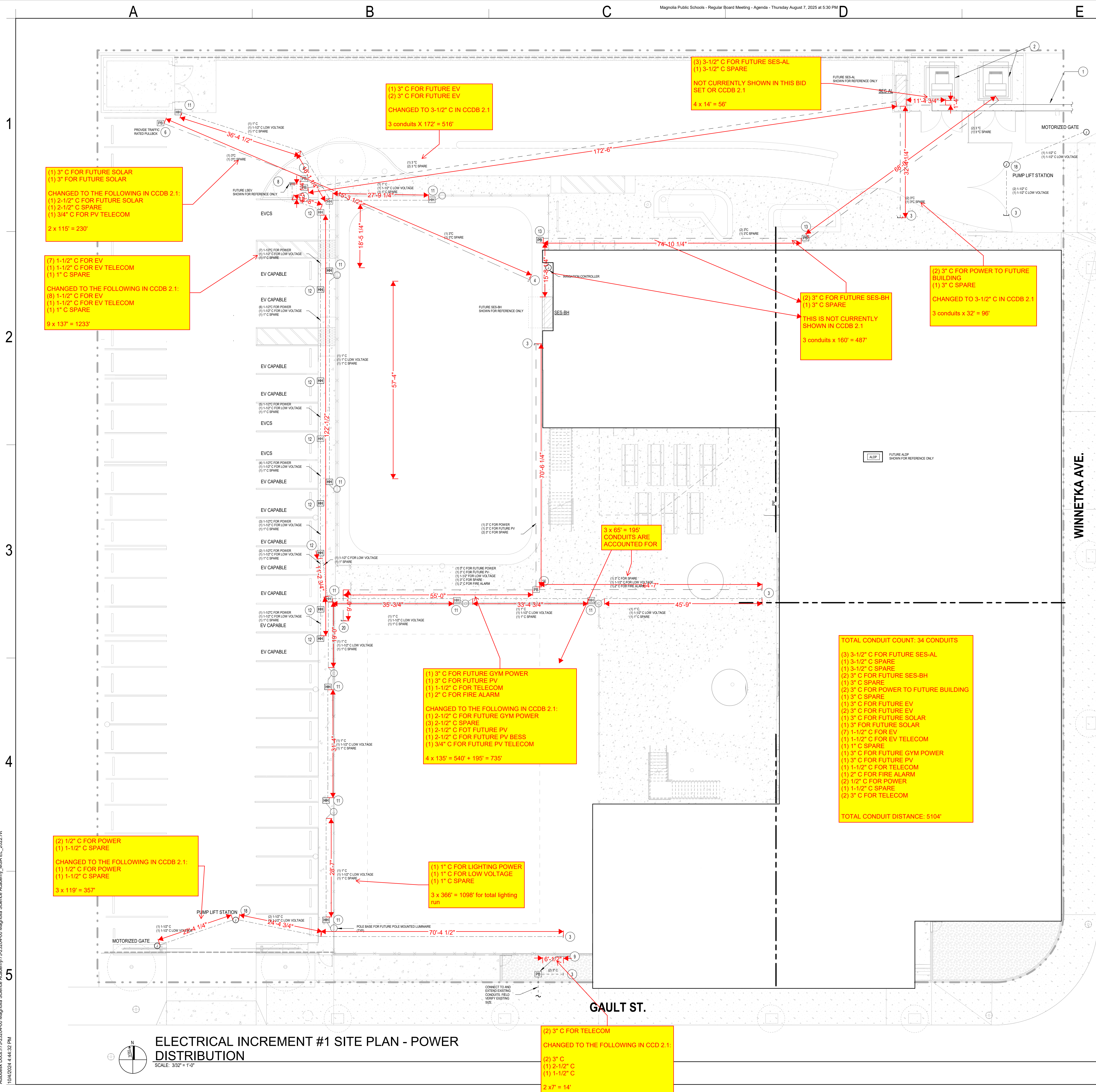
<b>Question</b>	<p><b>Question from James Villanueva Gateway Science and Engineering, Inc. on Wednesday, Jul 2, 2025 at 05:30 PM PDT</b></p> <p>Please designate conduits that were removed, relocated, or modified from ES1.1 Addendum to ES1.1A CCDB-2. Please markup on recently provided ES1.1 Addendum sheet.</p>
-----------------	--

*Awaiting an Official Response*

Please see attached sheets. I have marked up both the original bid drawing and CCDB-2.1's drawing. Conduit counts and distances have been provided.

Isaac Farias | DLR Group | 07.07.25

Autodesk Docs / 75-23204-00 Magnolia Science Academy / 75-23204-00 Magnolia Science Academy\_MSA\_EL\_2022.rvt  
10/04/2024 4:44:32 PM



LOW VOLTAGE	
-----	208V
-----	208V OR 277V + LOW VOLTAGE
-----	480V (SOLAR)
-----	480V (POWER)
-----	4160V (UTILITY POWER)

**GENERAL NOTES**

A THE SCOPE OF THIS PROJECT INCLUDES UNDERGROUND AND SITE WORK TO SUPPORT THE FUTURE PHASE OF NEW WORK. UTILITY TRANSFORMERS, SES AND DISTRIBUTION SECTIONS ARE FOR REFERENCE ONLY.

B PROVIDE PULL STRING AND CAP ALL CONDUITS NOT TERMINATED IN A PULL BOX OR HANDHOLE.

C ALL ELECTRICAL WORK RELATED TO UTILITY SHALL BE PROVIDED PER SERVING UTILITY COMPANY CONSTRUCTION DRAWINGS, STANDARDS AND SPECIFICATIONS. FIELD COORDINATE.

ES1.1 SHEET NOTES	
Keynote Number	Keynote Description
1	PRIMARY FEEDER. COORDINATE REQUIREMENTS WITH UTILITY.
2	LOCATION FOR FUTURE UTILITY TRANSFORMER. COORDINATE PAD, GROUNDING, AND OTHER REQUIREMENTS WITH UTILITY.
3	ROUTE CONDUIT TO WITHIN 10' OF BUILDING AND CAP FOR FUTURE EXTENSION.
4	EXTENSION OF CONDUIT FOR PV SYSTEM BY PV CONTRACTOR.
5	PROVIDE PULLBOX FOR PHOTOVOLTAIC SYSTEM DESIGNED BY OTHERS. ALL FUTURE PHOTOVOLTAIC EQUIPMENT SHALL BE SUPPLIED BY PV DESIGN/BUILDER.
6	PROVIDE PULLBOX FOR FUTURE EV CHARGING FEEDER.
7	LOCATION FOR FUTURE ELECTRIC VEHICLE DISTRIBUTION PANEL.
8	DATATELECOMMUNICATIONS PULLBOX. VERIFY REQUIREMENTS WITH UTILITY.
9	(2) 12"x12" HANDHOLE WITH (1) 1" C FOR SITE LIGHTING POWER + (1) 1" C FOR LOW VOLTAGE EQUIPMENT.
10	(2) 12"x8" HANDHOLES FOR FUTURE EV CHARGING STATION POWER AND LOW VOLTAGE. PROVIDE (1) 1-1/2" C FROM POWER HANDHOLE TO LOCATION OF FUTURE EV PANEL AND CAP. PROVIDE (1) 1" C FROM LOW VOLTAGE HANDHOLE TO WITHIN 10' OF BUILDING. PROVIDE PULL STRING IN ALL.
11	24"x12" PULLBOX FOR FUTURE FEEDER TO GYM.
12	24"x12" PULLBOX FOR FUTURE FEEDER TO SES-BH.
13	24"x12" PULLBOX FOR FUTURE FEEDER TO GYM.
14	24"x12" PULLBOX FOR FUTURE FEEDER TO GYM.
15	JUNCTION BOX FOR FUTURE PUMP LIFT STATION. PROVIDE 2" CONDUIT AS INDICATED. SEE CIVIL FOR EXACT LOCATION.
16	CONDUITS FOR FUTURE GYM. COORDINATE LOCATION AND CAP IN PLACE.

TABLE 5.106.5.3.1		
TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CAPABLE SPACES	NUMBER OF EVCS (EV CAPABLE SPACES PROVIDED WITH EVSE)¹
0-9	0	0
10-25	4	0
26-50	8	2
51-75	13	3
76-100	17	4
101-150	25	6
151-200	35	9
201 and over	20 percent of total¹	25 percent of EV capable spaces¹

1. Calculation for spaces shall be rounded up to the nearest whole number.

2. The number of required EVCS (EV capable spaces provided with EVSE) in column 3 count toward the total number of required EV capable spaces shown in column 2.

Electric Vehicle Capable Space, Charging Stations and Panel Calculations	
Based on California Green Building Standards Code, Title 24, Part 11, 2022 (Chapter 5, Section 5.106.5.3)	
Number of EV Capable Spaces and Charging Stations	
1. Total number of Actual Parking Spaces:	57
2. Number of EV capable spaces shall be provided in accordance with Table 5.106.5.3.1, column 2:	13
3. Number of EV charging stations shall be provided in accordance with Table 5.106.5.3.1, column 3:	3
EV Panel Calculations	
The EV panel is required to have a dedicated 40 amp minimum branch circuit and a minimum 30 amp load for each EV capable space (5.106.5.3.1)	
Number of EV capable spaces:	13
Amps per charger:	32A
VA at 208 volts, 1 phase:	6656VA
Required VA for the given number of EV capable spaces:	86528VA
Required panel amps for given number of EV capable spaces at 208V, 3 phase:	240A

EV Calculations



10/04/2024



MAGNOLIA SCIENCE ACADEMY 5 - INCREMENT 1  
7111 WINNETKA AVE, WINNETKA, CA 94596

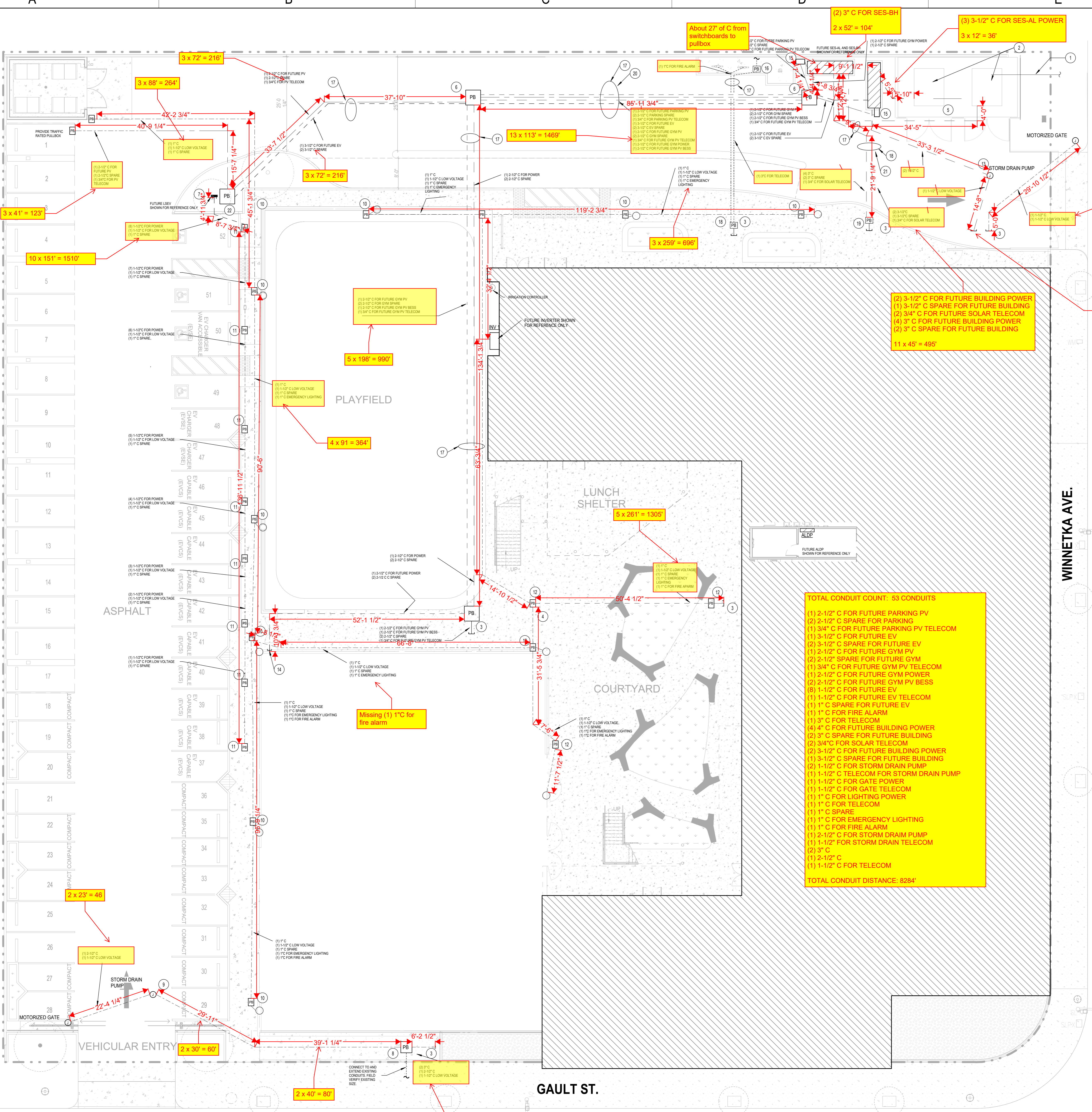
DSA SUBMISSION  
A# 03-123228  
ISSUE DATE: 10/04/2024

1 10/04/24 INCREMENT 1  
2 ADDENDUM 1

75-23204-00

ELECTRICAL SITE PLAN - DISTRIBUTION INC #1

ES1.1



LOW VOLTAGE	
208V	(208V OR 277V) + LOW VOLTAGE
208V	(208V (SOLAR + LOW VOLTAGE)
480V	(SOLAR + LOW VOLTAGE)
480V	(POWER)
4160V	(UTILITY POWER)

GENERAL NOTES

- A THE SCOPE OF THIS PROJECT INCLUDES UNDERGROUND AND SITE WORK TO SUPPORT THE FUTURE PHASE OF NEW WORK. UTILITY TRANSFORMERS, SES AND DISTRIBUTION SECTIONS ARE FOR REFERENCE ONLY.
- B PROVIDE PULL STRING AND CAP ALL CONDUITS NOT TERMINATED IN A PULL BOX OR HANDHOLE.
- C ALL ELECTRICAL WORK RELATED TO UTILITY SHALL BE PROVIDED PER SERVING UTILITY COMPANY CONSTRUCTION DRAWINGS, STANDARDS AND SPECIFICATIONS, FIELD COORDINATE.
- D COORDINATE THE LOCATION OF ALL HANDHOLES AND PULLBOXES WITH CIVIL AND LANDSCAPE DRAWINGS.
- E ALL UNDERGROUND SITE CONDUIT TO MAINTAIN A 12" CRITICAL AND HORIZONTAL CLEARANCE WHERE RAN LOW, ABOVE, AND PARALLEL TO SEWER AND SITE UTILITIES.
- F UNDERGROUND SITE CONDUIT TO BE INSTALLED AT A MINIMUM DEPTH OF 18" PER NEC 300.5. DEPTH TO BE 24" THE FOLLOWING LOCATIONS: UNDER STREETS, HIGHWAYS, ROADS, ALLEYS, DRIVEWAYS, AND PARKING LOTS.

SHEET NOTES - ES1.1A

Keynote Number	Keynote Description
1	PRIMARY FEEDER. COORDINATE REQUIREMENTS WITH UTILITY.
2	LOCATION FOR FUTURE UTILITY TRANSFORMER. COORDINATE PAD, GROUNDING, AND REQUIREMENTS WITH UTILITY.
3	ROUTE CONDUIT TO PULLBOX WITHIN 10' OF BUILDING.
4	SEE SO DRAWING C4.08 FOR LOCATION OF CRANE PAD. LOCATED ELECTRICAL CONDUIT 10 FT. NORTH OF NORTHERMOST PAD.
5	METAL FENCING 6 FEET WITHIN UTILITY TRANSFORMERS TO BE GROUNDED.
6	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 48" X 72" X 48" WITH A DIVIDER FOR POWER AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE AND POWER CONDUITS.
7	LOCATION FOR FUTURE ELECTRIC VEHICLE DISTRIBUTION PANEL.
8	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" FOR POWER AND TELECOMMUNICATIONS. VERIFY REQUIREMENTS WITH UTILITY.
9	JUNCTION BOX FOR FUTURE STORM DRAIN PUMP. PROVIDE 2" CONDUIT AS INDICATED. SEE CIVIL FOR EXACT LOCATION.
10	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" WITH A DIVIDERS FOR POWER, EMERGENCY POWER, AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE AND POWER CONDUITS.
11	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" FOR FUTURE EV CHARGING STATION POWER AND LOW VOLTAGE. PROVIDE (1) 1-1/2" C FROM POWER HANDHOLE TO LOCATION OF FUTURE EV PANEL AND CAP. PROVIDE (1) 1" C FROM LOW VOLTAGE HANDHOLE TO WITHIN 10' OF BUILDING. PROVIDE PULL STRING IN ALL.
12	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 36" X 36" X 36" WITH DIVIDERS FOR POWER, EMERGENCY POWER, AND FIRE ALARM + LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE + FIRE ALARM AND POWER CONDUITS.
13	JUNCTION BOX FOR STORM DRAIN PUMP. PROVIDE 2-1/2" CONDUIT AS INDICATED. SEE CIVIL FOR EXACT LOCATION. SEE SHEET ES.0 FOR POINT OF CONNECTION INFORMATION.
14	CONDUITS FOR FUTURE GYM. COORDINATE LOCATION WITH SITE UTILITIES AND CAP IN PLACE.
15	FUTURE PV DISCONNECTS SHOWN FOR REFERENCE ONLY.
16	EXTEND 3" CONDUIT AS NEEDED FOR DATA/TELECOMMUNICATIONS PULLBOX. VERIFY REQUIREMENTS WITH UTILITY.
17	ALL PARALLEL RAN CONDUIT TO BE IN THE SAME TRENCH.
18	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 24" X 12" FOR FUTURE FEEDER TO SCHOOL BUILDING.
19	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 48" X 48" X 48" FOR FUTURE FEEDER TO SCHOOL BUILDING. PROVIDE A DIVIDER TO MAINTAIN A 12" CLEARANCE BETWEEN LOW VOLTAGE AND LINE VOLTAGE CABLING.
20	PROVIDE 24" OF COVER FOR CONDUIT. DIRECT BURY CONDUIT AND LAY IN A SINGLE ROW WHEN CROSSING THE SANITARY SEWER LINE. ROUTE CONDUIT UNDER THE SANITARY SEWER LINE, AND MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 12" FROM PIPING.
21	PROVIDE 24" OF COVER FOR CONDUIT. DIRECT BURY CONDUIT AND LAY IN A SINGLE ROW WHEN CROSSING THE SANITARY SEWER LINE. ROUTE CONDUIT ABOVE THE SANITARY SEWER LINE, AND MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 12" FROM PIPING.
22	PROVIDE A PULLBOX OF A MINIMUM SIZE OF 48" X 48" X 48" WITH A DIVIDER FOR POWER AND LOW VOLTAGE. MAINTAIN A CLEARANCE OF 12" BETWEEN LOW VOLTAGE AND POWER CONDUITS.

TABLE 5.106.5.3.1		
TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CAPABLE SPACES	NUMBER OF EVCS (EV CAPABLE SPACES PROVIDED WITH EVSE)
0-9	0	0
10-25	4	0
26-50	8	2
51-75	13	3
76-100	17	4
101-150	25	6
151-200	35	9
201 and over	20 percent of total <sup>1</sup>	25 percent of EV capable spaces <sup>1</sup>

- 1. Calculation for spaces shall be rounded up to the nearest whole number.
- 2. The number of required EVCS (EV capable spaces provided with EVSE) in column 3 count toward the total number of required EV capable spaces shown in column 2.

Electric Vehicle Capable Space, Charging Stations and Panel Calculations

Based on California Green Building Standards Code, Title 24, Part 11, 2022 (Chapter 5, Section 5.106.5.3.1)

Number of EV Capable Spaces and Charging Stations	
1. Total number of Actual Parking Spaces:	52
2. Number of EV capable spaces shall be provided in accordance with Table 5.106.5.3.1, column 2:	13
3. Number of EV charging stations shall be provided in accordance with Table 5.106.5.3.1, column 3:	3

EV Panel Calculations

The EV panel is required to have a dedicated 40 amp minimum branch circuit and a minimum 30 amp load for each EV capable space (5.106.5.3.1)		
Number of EV capable spaces:	13	
Amps per charger:	32A	
VA at 208 volts, 1 phase:	6656VA	
Required VA for the given number of EV capable spaces:	86528VA	
Required panel amps for given number of EV capable spaces at 208V, 3 phase:	240A	

EV Calculations

REVISIONS	
INCREMENT 1	08/30/24
REVISED BY	
RFI #10	02/06/24
RFI #11	03/10/24
RFI #14	03/11/24
CC008-1	03/12/25
RFI #21	03/28/25
RFI #21	04/21/25
CC002	05/16/25
CC002-1	06/16/25

## Coversheet

### Approval of Charter School Facility Program Application by MPS on Behalf of Magnolia Science Academy-2, 3, 4, 5, 6, 7 and Orange County

**Section:** V. Action Items  
**Item:** C. Approval of Charter School Facility Program Application by MPS on  
Behalf of Magnolia Science Academy-2, 3, 4, 5, 6, 7 and Orange County  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** V\_C\_Charter School Facility Program Application by MPS.pdf



<b>Agenda Item:</b>	V C: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ <b>MPS</b> ”) Board of Directors (the “ <b>Board</b> ”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Patrick Ontiveros, General Counsel & Director of Facilities Mustafa Sahin Project Manager Katrina Jimenez, Assistant Project Manager
<b>RE:</b>	Approval of the Office of Public School Construction Application by MPS on Behalf of MSA-OC, MSA-2, MSA-3, MSA-4, MSA-5, MSA-6 and MSA-7 for Charter School Facilities Program Proposition 2 Filing Round.

1. **Action Proposed:**

Staff recommends and moves that the Board authorize Magnolia Public Schools (**MPS**) to submit applications for funding through the Office of Public School Construction (**OPSC**) under the Charter School Facilities Program (**CSFP**), for such MPS schools as MPS Staff may deem appropriate, including, but not limited to, Magnolia Science Academy—Orange County (“**MSA-OC**”), Magnolia Science Academy—2 (“**MSA-2**”), Magnolia Science Academy—3 (“**MSA-3**”), Magnolia Science Academy—4 (“**MSA-4**”), Magnolia Science Academy—5 (“**MSA-5**”), Magnolia Science Academy—6, and Magnolia Science Academy—7 (“**MSA-7**”) and to take such actions and sign such documents as shall be necessary in order to submit such applications in accordance with CSFP requirements.

2. **Purpose:**

To seek Board approval for Magnolia Public Schools (MPS) to submit applications on behalf of MSA-OC, MSA-2, MSA-3, MSA-4, MSA-5, MSA-6, and MSA-7 to the Office of Public School Construction (OPSC) for participation in the Charter School Facilities Program (CSFP) Proposition 2 Filing Round.

3. **Background:**

In June 2025, the Office of Public School Construction (OPSC) announced the opening of a new application filing round for the Charter School Facilities Program (CSFP) under Proposition 2. They confirmed the filling opening and closing dates for the round. Applications are accepted beginning July 3, 2025, with the submission deadline of October 30, 2025.

The new filling round was approved by the State Allocation Board (“SAB”) at its March 2025 meeting. With the passage of Proposition 2 in November 2024, \$600 million has been allocated specifically for the Charter School Facilities Program (CSFP) to support new construction and rehabilitation projects at eligible charter schools.

The Magnolia Science Academy - Santa Ana project was funded by a CSFP grant. The CSFP provides preliminary apportionments (reservations of bond authority) for charter schools that provide classroom-based instruction. Projects can include the rehabilitation of district-owned facilities that are at least 15-years old or older, new construction, or a combination of the two. For a site to be eligible for funding, the title must be held by either a school district, governmental



entity, or the charter school can request to hold the title if all requirements in Education Code Section 17078.63(a)(3) are met.

The applicant and charter school must be deemed financially sound by the California School Finance Authority to qualify for funding. The award consists of a 50% grant which does not need to be paid back and a 50% loan which does need to be paid back. Projects funded with CSFP awards must meet various requirements including but not limited to bidding and prevailing wage requirements. In addition the governing Board of Directors of the applicant must pass resolutions authorizing the submission of an application for an award. MPS Staff anticipates submitting an application for MSA-OC, MSA-2, MSA-3, MSA-4, MSA-5, MSA-6, and MSA-7. According to CSFP requirements MPS Staff has notified or will notify the Los Angeles Unified School District of its intention to submit applications for these schools.

The application filing period for the CSFP Proposition 2 opened on July 3, 2025 and will close on October 30, 2025. Staff is actively working to prepare and submit applications within the filing window.

#### **4. Analysis & Impact:**

Submitting CSFP applications positions MPS to potentially secure significant state funding to support capital improvements across multiple campuses. If successful, these applications may provide a combination of grant and loan funding to assist with future facility modernization, rehabilitation, or new construction projects that address critical space needs, safety upgrades, or long-term programmatic growth.

By proactively participating in the CSFP Proposition 2 round, MPS maintains eligibility and competitiveness for bond-funded support under state programs that prioritize instructional space for classroom-based charter schools. Approval of this action ensures compliance with application requirements, including timely board authorization, and allows staff to advance necessary predevelopment coordination aligned with long-term strategic facility goals at MSA-OC, MSA-2, MSA-3, MSA-4, MSA-5, MSA-6, and MSA-7.

#### **5. Budget Implications:**

There is no immediate fiscal impact related to this board action. Submission of CSFP applications does not obligate MPS or individual schools to incur costs at this stage.

#### **6. Exhibits:**

- Exhibit A: OPSC May 2025 Update: Charter School Facilities Program Proposition 2 Filing Round Overview



## Exhibit A.

# OPSC May 2025 Update: Charter School Facilities Program Proposition 2 Filing Round Overview



## Office of Public School Construction

STAFF TO THE STATE ALLOCATION BOARD

### January 2025 Update

#### Buzzworthy

#### PROPOSITION 2 OUTCOME AND FUTURE PLANNING

At its December 3, 2024 meeting, the State Allocation Board (Board) adopted policies for initial implementation of Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2). Proposition 2 provides \$8.5 billion in new bond authority for the School Facility Program (SFP) and makes numerous changes to the program.

Effective immediately, all New Construction, Modernization, Charter School Facilities Program, Facility Hardship, and Seismic Mitigation Program applications submitted on or after October 31, 2024 must include a school board resolution acknowledging the Proposition 2 requirement to submit the five-year school facilities master plan, or an updated version, at a later date, as specified in the December 3, 2024 Board actions.

For applications submitted specifically between October 31, 2024 and December 4, 2024, school districts must submit a governing board resolution acknowledging the requirement to submit the master plan by the following deadlines:

- For Facility Hardship Program and Seismic Mitigation Program applications, and Charter School Facilities Program Final Apportionment applications, the resolution must acknowledge that the master plan will be submitted by the time the District's substantial progress certification for construction of the project is due (18 months after fund release), or by the time of submittal of the 100 percent complete Expenditure Report (Form SAB 50-06), whichever occurs first.
- For New Construction and Modernization applications, the resolution must acknowledge that the master plan will be submitted at the time the application is processed by the Office of Public School Construction (OPSC), prior to presentation to the Board for approval.

Please note, for applications received between October 31, 2024, and December 4, 2024, the resolution must be submitted to OPSC by **11:59pm on Friday, February 14, 2025**. Failure to meet this deadline will result in the application being returned to the applicant.

A webpage has been created to provide more information on the required timing of submittals of the master plan to OPSC, as well as sample school board resolution templates for school districts to use. Please note that any sample school board resolution templates include recommended language and can be modified by a school district to meet their specific needs. The webpage may be accessed [here](#), or from the OPSC Home page ([www.dgs.ca.gov/OPSC](http://www.dgs.ca.gov/OPSC)), go to Resources and then School Facility Master Plans

To continue to receive SFP applications for New Construction, Modernization, Facility Hardship and Seismic Mitigation funding, the Board established a grace period for applications already received prior to the December 3, 2024, actions, as well as policies to establish expectations for applications that will continue to be received until formal regulations are approved by the Office of Administrative Law (OAL).

Over the course of the next year, OPSC staff will conduct a series of stakeholder meetings on behalf of the Board to propose regulatory amendments to implement Proposition 2. After discussion with stakeholders, staff will present recommended regulatory amendments to the Board for consideration and approval beginning in early 2025, followed by submittal of these emergency regulations to the OAL. If you have any questions, please contact the Project Manager for your county or [OPSCApplicationReviewTeam@dgs.ca.gov](mailto:OPSCApplicationReviewTeam@dgs.ca.gov).

## **UPCOMING CHARTER SCHOOL FACILITY PROGRAM FILING ROUND**

With the passage of Proposition 2, \$600 million\* has been authorized for the Charter School Facilities Program (CSFP). Existing CSFP regulations require applicants seeking a preliminary CSFP apportionment to submit an application during a 120-calendar-day filing round beginning 180 calendar days after an election authorizing additional CSFP funding. Accordingly, a new filing round will open. Applications will be accepted beginning **May 4, 2025**, and can be submitted until the round closes on **August 31, 2025, at 11:59 p.m.** Applications must be submitted through the OPSC Online Application. Applications received after 11:59 p.m. on August 31, 2025, will not be valid.

If the total amount requested from valid and complete applications exceeds the funding available, a preference points system and funding matrix will be used to prioritize applications for funding, in accordance with CSFP regulations. OPSC will announce dates for webinars on the CSFP program and application process in the near future. For additional information, please refer to the Charter School Facilities Program webpage.

\*The total amount available for project funding may be reduced by administrative costs of the program for OPSC, the California Department of Education, the California School Finance Authority and the State Controller's Office.

## **EMERGENCY REGULATORY AMENDMENTS FOR THE SCHOOL FACILITY PROGRAM**

At its meeting on September 25, 2024, the Board approved regulatory amendments that authorize the Board to provide up to 18 months for a school district to meet fund release requirements for projects pertaining to a school facility located on a military installation that is the recipient of a federal grant that requires a local matching share. The emergency regulatory amendments were approved by OAL and became effective on November 1, 2024.

## **90-DAY NOTIFICATION OF APPLICATION PROCESSING**

Staff send out notifications to the District Representative and Superintendent via email approximately 90 days prior to the anticipated start of processing funding applications for applications received within a certain time frame.

At the time of submittal, it was projected that enough projects had been submitted to exhaust Proposition 51 bond authority; therefore, these applications were placed on the Application Received Beyond Bond Authority (ARBBA) List. OPSC is continuing to process applications for funding and providing a 90-Day Notification, while monitoring the available SFP funding authority. Please note that receipt of this 90-Day Notification and/or the processing of the District's application after this 90-day period does not guarantee that there will be sufficient authority for these particular applications.

## **California Department of Education (CDE) and the Division of the State Architect (DSA) Approvals**

Per Education Code, to receive an apportionment, the plan approvals from the CDE and the DSA *must be valid*.

The DSA plan approvals expire after four years unless construction of the project has commenced. Projects with expired DSA plan approvals must obtain updated approvals prior to the presentation to the Board for an apportionment, or the application will be revoked. If the DSA plan approvals expire after the projected Apportionment date but before fund release, the District will be eligible to receive an apportionment but must be able to demonstrate that it has entered into construction contracts upon submittal of a *Fund Release Authorization* (Form SAB 50-05).

Deadlines cannot be extended, so if plans will expire during that time, the District may need to seek updated approvals now. OPSC Staff encourages districts to verify the status of the project's DSA plan approval upon receipt of the 90-day notification. Please discuss any change to the scope of the original project, excluding required code updates, with your OPSC project manager. Changes of project scope may affect project eligibility and funding.

## Reminders

### **SCHOOL DISTRICTS IMPACTED BY STORMS AND/OR OTHER NATURAL DISASTERS**

OPSC staff are available to meet with school districts that experience damages to their school site(s) as a result of storms and severe flooding that may be beyond the costs covered by insurance, the Governor's Office of Emergency Services (CalOES), and the Federal Emergency Management Agency (FEMA). OPSC encourages school districts impacted by winter storms to reach out to OPSC's Facility Hardship Program Team to discuss potential funding options. More information about the Facility Hardship Program may be found on [OPSC's website](#).

### **SCHOOL DISTRICT EXTENSION REQUESTS**

School districts requiring extensions to due dates resulting from an emergency can reach out to our office. OPSC will accept and review extension requests for ongoing states of emergency, such as wildfires, for school districts directly impacted. School districts that are requesting an extension as a result of a state of emergency shall continue to submit the [School District Extension Request Form](#).

### **UPDATES TO DISTRICT REPRESENTATIVE CONTACT INFORMATION**

The requests to change District Representatives for authorizing who may sign and submit official program forms must be based on Board of Education resolutions that clearly acknowledge the names of the designee that can act on all aspects of our programs, including applying for grants, certification of program compliance, etc. This commitment extends long after the project is completed (one example being Routine Restricted Maintenance Account deposits for 20 years.) These requirements vary from program to program and are articulated on each program's forms. The school district must follow all statutes and regulations outside of the rules that govern the OPSC/SAB programs, such Public Contract Code (PCC) and Government Code.

Authorization of a new District Representative requires an [Eligibility Determination \(Form SAB 50-03\)](#) to be submitted with Part I filled out, listing the new District Representatives names and their contact information. Additionally, a district must enter the date and submit a copy of the school board resolution where the district's local Board of Education authorized the individuals by name and listed them on the Form SAB 50-03 to be official District Representatives.

As of July 1, 2023, all newly submitted school board resolutions must be specific to SAB-administered programs. In October 2023, OPSC published an amended school board resolution template that has language related only to naming of District Representative. Any specifics related to application submittals, or anything else, would need to be amended in this template as applicable, or passed on a separate resolution. For more information and a link to the sample school board resolution, please visit OPSC's website [here](#).

### **PIGGYBACK CONTRACTS FOR MODULAR FACILITIES ON PERMANENT FOUNDATIONS ARE INELIGIBLE FOR STATE FUNDING FROM STATE ALLOCATION BOARD ADMINISTERED PROGRAMS**

At the June 22, 2022 SAB meeting, Staff presented an item regarding piggyback contracts and Public Contract Code (PCC) compliance for modular school facilities. The SAB provided a grace period for Board-administered programs, applying to projects with construction contracts signed on or within sixty calendar days (through August 21, 2022) of SAB action. Additionally, the SAB tasked Staff to create a new process where Staff evaluates the contracts during the time of application processing and prior to fund release to ensure no piggyback contracts have been used to obtain modular facilities that are placed on permanent foundations.

Since this action, OPSC has created a [webpage](#) to advise school districts of the PCC requirements and its applicability to state funding. OPSC also established a specific process during application processing and/or in advance of fund release for thoroughly reviewing contracts to ensure that funds are not released for projects that use piggyback contracts for modular school facilities. This process is outlined on the new [webpage](#). For any contracts entered after fund release (after OPSC's review), staff will work with the State Controller's Office to amend the K-12 Audit Guide for Appendices B and C, to ensure that as part of the project audit, and the K-12 local auditor would review the contracts for compliance.

## PROJECT INFORMATION WORKSHEET TRANSITIONED TO OPSC ONLINE

On May 31, 2024, the submittal of the Project Information Worksheet (PIW) transitioned to [OPSC Online](#). Each OPSC Online user has a unique User ID based on their email address and can reset their own password. Users must be authorized by a school district superintendent or authorized representative to create a PIW on the school district's behalf; however, only a school district superintendent or authorized representative may submit the PIW. A user may serve as a delegate, architect of record, design professional, or consultant for multiple school districts simultaneously. Once authorized, access can be created by contacting the school district's superintendent, authorized representative, OPSC's assigned Project Manager, or [OPSC's Application Review Team](#).

The PIW is required for all New Construction and Charter School projects when submitting the *Fund Release Authorization* (Form SAB 50-05), the first annual *Expenditure Report* (Form SAB 50-06), and the final *Expenditure Report* (Form SAB 50-06). To submit a PIW, go to the Application Management page via your Dashboard or search by the application number from the Dashboard. A link to create a PIW is available on the left-hand navigation modules. For reference, a User Guide is on our website [here](#). For OPSC Online assistance, please refer to the [OPSC Online User Guide](#) or contact your project manager.

## PROJECT TRACKING NUMBER GENERATOR TRANSITIONED TO OPSC ONLINE

Effective April 18, 2024, the Project Tracking Numbers (PTN) and the PTN Search Tool transitioned to OPSC Online. All users must be authorized by a school district superintendent or authorized representative to create a PTN on the school district's behalf. Once authorized, access can be created by contacting the school district's superintendent, authorized representative, OPSC's assigned Project Manager, or [OPSC's Project Tracking Administration Team](#). For assistance, please refer to the OPSC Online User Guide under Resources in OPSC Online or contact OPSC's Project Tracking Administration Team at [OPSCProjectTrackingAdmin@dgs.ca.gov](mailto:OPSCProjectTrackingAdmin@dgs.ca.gov).

## SAB 50-01 ONLINE ENROLLMENT PROJECTION CALCULATOR TRANSITIONED TO OPSC ONLINE

OPSC's SAB 50-01 Online Enrollment Projection Calculator is used to generate the Form SAB 50-01 to establish and update new construction eligibility annually, or as needed for funding requests. Effective April 18, 2024, the online enrollment calculator can be accessed through OPSC Online by clicking on Enrollment Projection in the application header. Users are not required to have an OPSC Online login to access the online enrollment calculator. Feedback may be provided to OPSC's Project Manager assigned to your County, OPSC's Communications Team at [OPSCCommunications@dgs.ca.gov](mailto:OPSCCommunications@dgs.ca.gov).

Please note, the online enrollment calculator can still be accessed using Microsoft's Internet Explorer (IE) browser by turning on "IE mode" in Microsoft Edge to allow the generation of the form. A Microsoft Edge Guide can be found on our Online Application webpage, under Resources at <https://tinyurl.com/2d4z79rw>. The online version of the calculator will eventually be decommissioned.

## OPSC ONLINE DIRECTORY OF SERVICES

The Directory of Services can be accessed under the Resources section of [OPSC Online](#), after logging in. If you have questions or are not already working with a team member, please contact OPSC's Communications Team at [OPSCCommunications@dgs.ca.gov](mailto:OPSCCommunications@dgs.ca.gov) or (916) 376-1771. Your correspondence will then be forwarded to the appropriate team member for a timely response.

## OPSC ONLINE HANDS-ON ASSISTANCE

OPSC Staff are available to provide hands-on assistance to school districts and interested parties using OPSC Online. Staff can connect with you via video conferencing software applications including Microsoft Teams, Zoom, Cisco WebEx, and Google Meet. You can screenshare your computer screen and Staff will assist you in navigating OPSC Online and guide you through the application submittal process. To request assistance, please contact your County's assigned Project Manager in the Resources section of [OPSC Online](#), after logging in.

## **VIRTUAL SCHOOL FACILITY PROGRAM (SFP) TRAINING SERIES**

The OPSC conducted a series of free Virtual SFP Training Series in 2021 to further enhance the ability to access SAB programs. The presentations are available 24/7 and can be accessed on the [OPSC Virtual Training Series](#) webpage or on [OPSC's YouTube channel](#). If you have suggestion for other topics, they can be submitted to [OPSCCommunications@dgs.ca.gov](mailto:OPSCCommunications@dgs.ca.gov).

## **DGS/OPSC EMAIL BLASTS**

The DGS and OPSC use email distribution service through GovDelivery.com. Using one email address, subscribers can subscribe to any email list under DGS. All school district superintendents and authorized school district representatives are encouraged to sign up to receive email notifications of upcoming meetings, key dates, and reminders. The signup link is under "Contact" on OPSC's website: <https://www.dgs.ca.gov/OPSC/Contact>.

## **LOCAL AUDITS**

Projects funded after April 1, 2017 for which the final expenditure report has been reported to OPSC require an independent audit to be performed within one year of the reporting date. Once the audit is completed, a copy of the report must be submitted for review and certified by the State Controller's Office, who in turn will forward a copy to OPSC for record keeping purposes and data collection. A yearly analysis report of these certified independent audits is compiled and presented to the SAB at the beginning of each year.

## **PRESCHOOL – 12<sup>TH</sup> GRADE SCHOOL CONSTRUCTION PICTURES WANTED**

OPSC seeks photos of state-funded school construction and modernization projects to feature in OPSC/DGS publications and websites to showcase recent accomplishments in partnership with the state.

- Photos should be high-resolution to support web viewing and in-print material.
- Children should not be identifiable or should be absent from photos.
- Photos should not be branded with corporate logos and/or business information.

Please email pictures as attachments, provide the school district name, school site name, OPSC application number, photo credit (if attribution is required), contact information, and authorization to use the photo without royalties or restrictions to [OPSCCommunications@dgs.ca.gov](mailto:OPSCCommunications@dgs.ca.gov).

## **Upcoming State Allocation Board Meeting**

### **UPCOMING STATE ALLOCATION BOARD MEETING**

The next meeting is scheduled for Wednesday, January 22, 2025. The time and location of the meeting will be determined and announced on the OPSC webpage. Stakeholders may attend in person or remotely (by viewing the webcast from a link on OPSC's [meetings webpage](#)). Public comment may be submitted in writing prior to the meetings or may be made in person at the end of the meetings' agenda.

**Status of Funds****Remaining Bond Authority (as of December 3, 2024) (includes Unfunded Approvals) (\$ in millions)**

Proposition 2	New Construction	Modernization	Career Tech	Charter School
	3,300.0*	4,000.0*	600.0	600.0
Total	3,300.0*	4,000.0*	600.0	600.0

Assembly Bill 181	General Fund FY 22/23	General Fund FY 23/24
	0.0	189.9
Total	0.0	189.9

Proposition	New Construction	Modernization	Career Tech	Charter School	Overcrowding Relief	Seismic Repair
51	1.0**	2.9**	9.9**	5.5	N/A	N/A
1D	0.0**	0.0	0.1	3.7**	6.4	0.0
55	1.8**	0.0	N/A	1.3**	N/A	N/A
47	0.0	0.0	N/A	1.5	N/A	N/A
1A	0.0	0.0	N/A	N/A	N/A	N/A
Total	2.8**	2.9**	10.0**	12.0**	6.4	0.0

\* Pending SAB action regarding allocation of funds provided with Proposition 2.

\*\* Total authority is not available at this time due to outstanding accounts receivable. Proposition 51 \$38,228 for New Construction, \$8,892 for Modernization and \$684,232 for Career Tech. Proposition 1D \$24,497 for New Construction and \$95,358 for Charter School. Proposition 55 \$1,461,909 for New Construction and \$288,232 for Charter School.

**APPLICATIONS RECEIVED BEYOND BOND AUTHORITY**

Received requests for new construction and modernization projects have exceeded the available bond authority. New construction applications received on or after February 15, 2022, and modernization applications received on or after February 11, 2022, will be placed on the ARBBA List. SFP Regulations require that all new construction and modernization applications placed on this list must contain a school board resolution that includes several acknowledgements (per SFP Regulation Section 1859.95.1). Multiple applications from one district can be covered in one single school board resolution. OPSC will undergo an intake review to ensure that required documents have been submitted with the application, but OPSC will not review to confirm program eligibility or process the application further unless bond authority becomes available for the project.

As of December 31, 2024, OPSC received the following for the ARBBA List:

- New Construction – 243 applications. Total requested - \$1,561,387,859
- Modernization – 1,020 applications. Total requested - \$3,762,619,447

It should be noted that health and safety projects, specifically Facility Hardship or Seismic Mitigation Program projects, are placed at the top of the SFP Workload List. Therefore, these projects will not be placed on the ARBBA List and do not require a Beyond Bond Authority school board resolution.

**Resources****EXECUTIVE ORDER – CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) in response to Russian aggression in Ukraine, accessible [here](#). OPSC notified participants in the SFP and other SAB programs that compliance with the economic sanctions is required, and failure to comply may result in the termination of contracts or grants. For OPSC inquiries please contact Michael Watanabe at [Michael.Watanabe@dgs.ca.gov](mailto:Michael.Watanabe@dgs.ca.gov) or (279) 946-8463, and for concerns on DGS contracts, please contact the Office of Public Affairs at [DGSPublicAffairs@dgs.ca.gov](mailto:DGSPublicAffairs@dgs.ca.gov).

**ELECTRONIC FUND TRANSFERS (EFT) AVAILABLE FOR REMITTANCES DUE TO OPSC**

OPSC accepts electronic fund transfers of payments due to the State. If a remitter wishes to send the funds electronically through EFT or Wire Transfer, please reach out to [OPSCAccountsReceivable@dgs.ca.gov](mailto:OPSCAccountsReceivable@dgs.ca.gov) for instructions.

**EMAILING DOCUMENTS AND RECEIVING CONFIRMATION**

In an effort to simplify the submissions of documents electronically to the OPSC, school districts can email all documents to OPSC Application Review Team (ART) at:

[OPSCApplicationReviewTeam@dgs.ca.gov](mailto:OPSCApplicationReviewTeam@dgs.ca.gov)

A Team member will email acknowledgement receipts for all submittals. The document types listed below should be emailed to [OPSCApplicationReviewTeam@dgs.ca.gov](mailto:OPSCApplicationReviewTeam@dgs.ca.gov). In addition, we encourage senders to carbon copy "cc" the intended program recipient listed in the table below; however, it is not required.

Document Type	CC NAME	CC EMAIL ADDRESS
NEW SUBMITTALS: <i>Enrollment Certification</i> (Form SAB 50-01) <i>Existing School Building Capacity</i> (Form SAB 50-02) <i>Eligibility Determination</i> (Form SAB 50-03) <i>Application for Funding</i> (Form SAB 50-04)		
90 Day Notification Responses – Cost Estimates	OPSC Cost Estimates	<a href="mailto:OPSCCostEstimates@dgs.ca.gov">OPSCCostEstimates@dgs.ca.gov</a>
90 Day Notification Responses – Eligibility Updates	Kevin Fok	<a href="mailto:Kevin.Fok@dgs.ca.gov">Kevin.Fok@dgs.ca.gov</a>
<i>Fund Release Authorization</i> (Form SAB 50-05) (SFP)	OPSC Fund Release Department	<a href="mailto:OPSCFundRelease@dgs.ca.gov">OPSCFundRelease@dgs.ca.gov</a>
<u>Full-Day Kindergarten Facilities Grant Program</u> <i>Application for Funding</i> (Form SAB 70-01) <i>Fund Release</i> (Form SAB 70-02) <i>Expenditure Report</i> (Form SAB 70-03)	OPSC Full-Day Kindergarten	<a href="mailto:DGSOPSCFullDayKindergarten@dgs.ca.gov">DGSOPSCFullDayKindergarten@dgs.ca.gov</a>
4/15/30-Day Letter Responses (Program/Audits)	Assigned Project Manager /Auditor Reviewing your project	Assigned PM/Auditor's email address.
Grant Agreements	OPSC Grant Agreements	<a href="mailto:OPSCGrantAgreements@dgs.ca.gov">OPSCGrantAgreements@dgs.ca.gov</a>
Priority Funding Requests	Kelsie Muramoto and OPSC Priority Funding	<a href="mailto:Kelsie.Muramoto@dgs.ca.gov">Kelsie.Muramoto@dgs.ca.gov</a> and <a href="mailto:OPSCPriorityFunding@dgs.ca.gov">OPSCPriorityFunding@dgs.ca.gov</a>
Substantial Progress Checklists / <i>Expenditure Reports</i> (Form SAB 50-06)	Sue Reese	<a href="mailto:Suzanne.Reese@dgs.ca.gov">Suzanne.Reese@dgs.ca.gov</a>
Financial Hardship	Jason Hernandez	<a href="mailto:Jason.Hernandez@dgs.ca.gov">Jason.Hernandez@dgs.ca.gov</a>
<i>Appeal Requests</i> (Form SAB 189)	Michael Watanabe	<a href="mailto:Michael.Watanabe@dgs.ca.gov">Michael.Watanabe@dgs.ca.gov</a>

For any questions or to obtain current OPSC contacts, please refer to OPSC's [Directory of Services](#).

# Coversheet

## Approval of MPS Transportation Policy

<b>Section:</b>	V. Action Items
<b>Item:</b>	D. Approval of MPS Transportation Policy
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	V_D_MPS Transportation Policy.pdf



<b>Agenda Item:</b>	V D: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Suat Acar, Chief Operations Officer
<b>RE:</b>	Approval of Magnolia Public Schools (MPS) Transportation Policy

**Action Proposed:**

I move that the Board approve the MPS Transportation Policy as presented.

**Purpose:**

Currently Magnolia Public Schools does not have a board approved policy, and we want to make sure we have one.

**Background:**

Magnolia Public Schools currently does not have a standalone transportation policy. The attached policy has all the laws; regulations embedded into it to serve the purpose.

**Analysis:**

The schools conduct field trips and provide transportation to the families from home to school and back to home. A board approved policy will make sure we have rules, policies and procedures to cover our staff, families and students.



**Impact:**

Magnolia Public Schools will be able to use this policy in case of a purchase of a van or a school bus.

**Budget Implications:**

This attached policy provides general guidelines for our schools to abide with in case any form of transportation to be provided by the school for curricular or extracurricular activities. Each school budgets for its own field trips and possible vehicle purchases so there are no new expenses to be expected to come with this policy.

**Exhibits:**

- MPS Transportation Policy.

# Magnolia Public Schools

## Student Transportation Policy for Field Trips and School-Authorized Events

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### 1. Purpose

The purpose of this policy is to establish clear procedures for the safe and compliant transportation of Magnolia Public Schools (MPS) students to and from off-campus school-authorized activities, including but not limited to field trips, academic competitions, enrichment events, and athletic outings. This policy applies to the use of MPS-owned, leased, or contracted vehicles including buses and vans.

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### 2. Scope

This policy applies to:

- All K–12 students enrolled in MPS schools across **Los Angeles, Orange, and San Diego Counties**.
  - All field trips and extracurricular trips organized or sanctioned by MPS.
  - All drivers, staff, and chaperones involved in student transport using MPS-owned or leased vehicles.
  - All school buses and vans used for transporting students under the authority of MPS.
- 

### 3. Legal and Regulatory Compliance

Transportation activities must comply with:

- **California Education Code § 35330** (Field trips and excursions)
- **California Vehicle Code**, especially sections related to pupil transportation

- **California Code of Regulations Title 13**
  - **California Department of Education (CDE) transportation safety standards**
  - **Federal Motor Carrier Safety Regulations (FMCSR)** where applicable
  - Local county ordinances and regional transportation requirements
- 

#### 4. Vehicle Standards

- **MPS-owned or leased vehicles** must undergo regular preventive maintenance and safety inspections in accordance with California Highway Patrol (CHP) and DMV guidelines.
  - **Type 1 and Type 2 School Buses** must:
    - Display appropriate school bus markings and stop arms.
    - Be equipped with seat belts (mandatory for all students).
    - Be operated only by certified school bus drivers.
  - **Passenger Vans:**
    - Must not exceed **10 passengers including the driver**.
    - Must not include prohibited 15-passenger vans.
    - Must meet all applicable CHP and federal safety regulations.
- 

#### 5. Driver Requirements

All MPS drivers must:

- Possess a valid **California Commercial Driver License (CDL)** or **Class C license**, as appropriate.
- Hold a **Special Driver Certificate** for school buses, where applicable.

- Pass DOJ/FBI background checks and drug/alcohol screening.
  - Complete required training in:
    - Defensive driving
    - Student supervision and emergency response
    - First aid and CPR (renewed biennially)
- 

## 6. Staff Supervision

- Each trip must include at least one **certified MPS employee** (teacher or administrator) in addition to the driver.
  - Appropriate **adult-to-student ratios** must be maintained depending on age group and activity.
  - All supervising adults must be briefed on:
    - Student conduct expectations
    - Emergency procedures
    - Check-in/check-out procedures
    - Medical or behavioral needs of individual students (if applicable)
- 

## 7. Student Behavior and Safety

Students must:

- Remain seated and wear seat belts at all times while the vehicle is in motion.
- Follow directions from drivers and staff without delay.
- Avoid behaviors that may distract the driver or compromise safety.

- Participate in a **pre-trip safety briefing** if required.

MPS reserves the right to remove students from future trips for repeated or serious violations.

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## 8. Permission and Medical Authorization

- A signed Field Trip Permission Form must be submitted by the parent/guardian before any trip.
  - Emergency contact and medical authorization forms must be current and accessible to trip supervisors.
  - Parents must be informed in writing about the:
    - Nature and purpose of the trip
    - Destination(s)
    - Departure and return times
    - Supervision plan and any special requirements
- 

## 9. Emergency Protocols

- All vehicles must contain:
  - A first aid kit
  - A fire extinguisher
  - A charged mobile phone or radio
  - A printed list of emergency contacts
  - Evacuation and incident procedures
- In the event of a delay, incident, or emergency:

- The supervising staff must notify the MPS Operations Office and the school principal immediately.
  - Parents will be notified using MPS's communication system.
- 

## **10. Trip Planning Requirements**

All field trip requests must:

- Follow the MPS Field Trip Policy and utilize the Necessary Field Request Form at least 10 business days prior to the event.
  - Include full logistical details:
    - Trip purpose and learning objective
    - Number of students and chaperones
    - Transportation mode
    - Contingency plans
  - Be approved by the site Principal or designee.
- 

## **11. Insurance and Liability**

- All vehicles must be insured under MPS's commercial automobile policy. Coverages must meet the limits stated in the MPS Field Trips and Cultural Excursions Policy.
  - MPS's general liability and student accident insurance cover students and staff during authorized travel.
  - Volunteers may not transport students in personal vehicles unless specifically authorized and insured per MPS Board policy.
- 

## **12. Documentation and Recordkeeping**

The following records shall be maintained:

- Vehicle inspection logs
- Trip rosters and attendance sheets
- Parent permission forms
- Incident reports (if applicable)
- Copies of driver credentials and licenses

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### **13. Review and Update**

This policy shall be reviewed annually by the Magnolia Public Schools Operations Department and updated to reflect changes in laws, safety standards, and operational needs across counties.

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## Coversheet

### Approval of MPS Safety Manual & Injury Illness Prevention Program (IIPP)

<b>Section:</b>	V. Action Items
<b>Item:</b> (IIPP)	E. Approval of MPS Safety Manual & Injury Illness Prevention Program
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	V_E_MPS Safety Manual & IIPP.pdf



<b>Agenda Item:</b>	V E: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Suat Acar, Chief Operations Officer
<b>RE:</b>	Approval of Updated Magnolia Public Schools (MPS) Safety Manual & Injury and Illness Prevention Program

**Action Proposed:**

I move that the Board approve the updated MPS Safety Manual and Injury & Illness Prevention Program.

**Purpose:**

Introducing a policy, program, manual to all the staff and administrators of the MPS to follow and be prepared for possible exposures, illnesses etc.

**Background:**

The MPS currently does not have a board approved CAL OSHA compliance monitoring/tracker on the school sites. This policy will help home office systematize the follow-up under the guidelines and certain trackers and keep our employees safe.

**Analysis:**

The attached appendixes will be used to set up the trackers, periodical monitoring visits, hazardous materials to be tracked on a standard basis for all of our schools and home office. The highlighted sections in the policy provide further follow up with forms (appendixes here below) and assigned staff member information.



**Budget Implications:**

No added budget impact to be expected with this approval as each school already makes its chemical purchases and plans for these in their budgets.

**Exhibits:**

- Appendix 1- MPS Safety Manual & Injury and Illness Prevention Program
- Appendix 2-MPS Bloodborne Pathogen Exposure Control Plan
- Appendix 3-MPS Hazardous Materials Reporting Form
- Appendix 4-MPS Safety Inspection Checklist
- Appendix 5-Sample Safety Data Sheet SDS Sample



SAFETY MANUAL  
&  
INJURY AND ILLNESS PREVENTION PROGRAM

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

Phone: (213) 628-3634

Website: [www.magnoliapublicschools.org](http://www.magnoliapublicschools.org)

## ACKNOWLEDGMENT OF RECEIPT OF SAFETY MANUAL & INJURY AND ILLNESS PREVENTION PROGRAM

PLEASE READ THE EMPLOYEE SAFETY MANUAL & INJURY AND ILLNESS PREVENTION PROGRAM AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE CHIEF OPERATIONS OFFICER.

EMPLOYEE NAME: \_\_\_\_\_

This is to certify that I have received a copy of Magnolia Public Schools (“MPS”) Safety Manual & Illness and Injury Prevention Program. I have read this document, understand it, and will comply with it while working for the School.

I understand that failure to abide by these rules may result in disciplinary action and possible termination of my employment with MPS.

I also understand that I am to report any injury to my Supervisor immediately and report all safety hazards.

I further understand that I have the following rights.

- I am not required to work in any area I feel is not safe.
- I am entitled to information on any hazardous material or chemical I am exposed to while working.
- I am entitled to see a copy of the MPS’s Safety Manual & Injury and Illness Prevention Program.
- I will not be discriminated against for reporting safety concerns.

Employee’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXPOSURE CONTROL PLAN 13

**Please review this document carefully and acknowledge your receipt and understanding of it in the Human Capital Management System.**

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## Policy Statement on Safety

The safety and health of each Magnolia Public Schools (“MPS”) employee is of primary importance to us. We are committed to maintaining a safe and healthful working environment, and to achieve this goal, we have developed and implemented this comprehensive Safety Manual and Injury and Illness Prevention Program (“Manual”). This Manual is designed to prevent workplace accidents, injuries, and illnesses. A complete copy of the program is maintained at our office at 250 E. 1st Street, Suite 1500, Los Angeles, CA 90012. You may ask to review it at any time. You may also contact at (213) 628-3634, if you have any questions or concerns.

It is the intent of MPS to comply with all laws relating to occupational safety and health. MPS will provide all necessary safeguards, programs, and equipment required to reduce the potential for accidents and injuries. To further increase workplace safety, we require the active participation and assistance of all employees. The policies and procedures contained in this Manual are mandatory. You should also be constantly aware of conditions in all work areas that can produce injuries or illness. No employee is required to work at a job that he or she knows is not safe. Never hesitate to inform your supervisor of any potentially hazardous situation or condition that is beyond your ability or authority to correct immediately. No employee will be discriminated against for reporting safety concerns to management.

It is the responsibility of each employee to support the company safety program and to perform in a manner that assures his or her own personal safety and the safety of others, including customers, visitors and other trades. To be successful in our endeavor, all employees on every level must adopt proper attitudes towards injury and illness prevention. We must also cooperate in all safety and health matters, not only between management and employees, but also between each employee and his or her respective coworkers. Only through such an effort can any safety program be successful. Our objective is a safety and health program that will reduce the total number of injuries and illnesses to an absolute minimum. Our ultimate goal is zero accidents.

---

Suat Acar, Chief Operations Officer

## Code of Safe Practices

### General Safety Rules

1. All persons shall follow this Code of Safe Practices and render every possible aid to safe operations.
2. Failure to abide by the Code of Safe Practices may result in disciplinary action up to and including termination.
3. Employees are to immediately report any unsafe conditions, accidents, injuries or illness to their Supervisor or Manager.
4. If you are unsure of the safe method to do your job, STOP and ask your Supervisor. Ignorance is no excuse for a safety violation.
5. No one shall be knowingly permitted to work while the employee's ability or alertness is impaired by fatigue, illness, and prescription or over the counter drugs. Employees who are suspected of being under the influence of illegal or intoxicating substances, or impaired by fatigue or an illness, shall be prohibited from working.
6. Never work while fatigued, ill, or under the influence of an illegal or intoxicating substance.
7. Anyone known to be under the influence of any drugs or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed on the job.
8. Horseplay, scuffling, fighting and other acts that tend to have an adverse influence on workplace safety or employee well-being are prohibited.
9. Work shall be well-planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
10. Keep the work area clean and free of debris, electrical cords and other hazards.
11. Immediately clean up spilled liquids.
12. Always notify all other individuals in your area who might be endangered by the work you are doing.
13. Do not operate equipment that you are not familiar with. Do not attempt to use such equipment until you are fully trained and authorized.
14. You are responsible for ensuring all safety guards are operable and in place. If they are not, STOP working and tell your Supervisor.
15. Never bring firearms, weapons, illegal drugs or alcoholic beverages on school grounds.
16. MPS will appropriately label equipment that is NOT to be operated, energized or used. All such notices and procedures must be observed and obeyed.
17. Do not block exits, fire doors, aisles, fire extinguishers, first aid kits, emergency equipment, electrical panels, or traffic lanes.
18. Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
19. Do not run on the school site if it would be unsafe to do so.
20. Do not distract others while working. If conversation is necessary, make sure eye contact is made prior to communicating.
21. Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined that it is safe to enter.
22. Employees shall ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the Supervisor.

23. Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.
24. Employees shall cleanse thoroughly after handling hazardous substances and follow special instructions from authorized sources.
25. Gasoline or other flammable liquids shall not be used for cleaning purposes.
26. No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists, and authority for the work is obtained from the Supervisor.

### Campus Safety

1. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas.
2. Report any suspicious persons or activities to school administration.
3. The employee desk or office should be secured at the end of the day.
4. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible.
5. Employees must immediately notify school administration when keys are missing or if security access codes or passes have been breached.

### Fire Prevention and Housekeeping

1. Always take precautions to prevent fires which may be started, particularly from oily waste, rags, gasoline, flammable liquids, acetylene torches, improperly installed electrical equipment and trash.
2. Firefighting equipment is to be inspected on a regular basis. All discharged, damaged or missing equipment is to be immediately reported to a Supervisor. Tampering with fire equipment is prohibited.
3. Access to fire extinguishers must be kept clear at all times. Make note of the location of firefighting equipment in your work area.
4. Never use gasoline or flammable solvents for cleaning purposes.
5. Smoking is prohibited within twenty (20) feet of where flammable substances are present.
6. In case of fire, employees shall consider the safety of themselves and other individuals before saving property.
7. Keep your work areas free of debris. Remove useless material from the work area as fast as required to help reduce tripping hazards.
8. Maintain awareness of potential hazards when walking about the work site.
9. Keep tools, materials and equipment out of walkways and stairways at all times.
10. Sharp wires or protruding nails must be made safe.

## General Duties and Responsibilities for Safety

A safe working environment can only be achieved and maintained when there is active interest, participation, and accountability at all levels of the organization. To ensure this, MPS delegates the following safety duties by job title. Please keep in mind that this is not an all-inclusive list. In some cases employees will need to perform safety duties outside their regular responsibilities to prevent accidents.

**Executive management** must plan, organize, and administer the program by establishing policy, setting goals and objectives, assigning responsibility, motivating subordinates, and monitoring results. **The Chief Operations Officer** will support and maintain an ongoing IIPP through the following:

1. Providing clear understanding and direction to all management and employees regarding the importance of safety through the development, implementation, monitoring and revision of policy and procedures.
2. Ensuring that adequate funds are budgeted for the purchase of necessary safety materials, safety equipment, proper personal protective equipment, adequate time for employee safety training, and maintenance of tools and equipment.
3. Overseeing development, implementation, and maintenance of the IIPP and other required safety programs.
4. Maintaining an organizational commitment to accident prevention by expecting safe conduct on the part of all managers, supervisors, and employees.
5. Holding all levels of management and employees accountable for accident prevention and safety.
6. Reviewing all accident investigations to determine corrective action.

Supervisors play a key role in the prevention of accidents on the job. They have direct contact with the employees and know the safety requirements for various jobs. Safety responsibilities for these individuals include:

1. Enforce all safety rules in the Manual and ensure safe work procedures.
2. Verify corrective action has been taken regarding safety hazards and accident investigations.
3. Conduct periodic documented inspections of the school sites to identify and correct unsafe actions and conditions that could cause accidents.
4. Act as a leader in school safety policy and setting a good example by following all safety rules.
5. Become familiar with local, state, and federal safety regulations.
6. Correct unsafe acts and conditions that could cause accidents.
7. Communicate with all employees about safety and accident prevention activities.
8. Correct the cause of any accident as soon as possible.
9. Ascertain that proper first aid and firefighting equipment is maintained and used when conditions warrant its use.
10. Maintain good housekeeping conditions at all times.
11. Investigate all injuries and accidents to determine their cause and potential corrective action.

12. Ascertain that all injuries involving our employees that require medical attention are properly treated and promptly reported to the office.

Every employee is responsible for working safely, both for self-protection and for protection of fellow workers. Employees must also support all company safety efforts. Specific employee safety responsibilities include:

1. Read and abide by all requirements of this Manual.
2. Report all accidents and injuries, no matter how minor, to your supervisor immediately.
3. Report any safety hazards or defective equipment immediately to your supervisor.
4. Never possess, or be under the influence of, alcohol or controlled substances while on the premises.
5. Never engage in horseplay or fighting.
6. Participate in, and actively support, the safety program.

## Office Safety

Office accidents can and do happen. To prevent them, MPS has developed the following rules for our office staff. We will also endeavor to include office employees in periodic safety meetings. If at any time, you feel there is a safety hazard, or you have any safety concerns, please do not hesitate to notify your Supervisor.

1. Report all accidents and injuries, no matter how minor, to your Supervisor immediately.
2. Correct or report any safety hazards that you observe.
3. Clean up any spilled material that may present a slipping hazard.
4. Do not stretch any cords across aisles that may present a tripping hazard.
5. No one is allowed to climb on shelves or stand on chairs; you must use a step stool or ladder.
6. Keep all legs of the chair on the floor. Do not tilt chairs too far back.
7. No one shall be in the possession of, or under the influence of, alcohol or other intoxicating substances while on the premises.
8. No horseplay will be tolerated.
9. Close file drawers when not in use.
10. Do not open more than one file drawer at a time. This could cause the cabinet to tip.
11. Do not store heavy objects above your head that could fall on you in an earthquake.
12. Do not store flammable or combustible materials near heaters or other heat sources.
13. If you are unsure how to do any task safely, ask your supervisor.
14. Do not operate any equipment you are not trained and authorized to use.
15. Always follow safe lifting procedures when lifting any object and get help for heavy loads by doing the following:
  - Bend your knees, not your back.
  - Keep the load close to the body.
  - Keep your back straight.
  - Lift with your legs.
  - Do not lift and twist.

## Office Ergonomics

Studies have shown over the years that poorly designed and arranged work areas and repetitive motions can lead to a variety of injuries including carpal tunnel syndrome and tendonitis, which are often referred to as repetitive motion injuries (“RMI”). As with cancer, heart disease, and many other ailments, there are risk factors that increase an individual’s likelihood of developing RMI. If the risk factors are reduced, so are the chances of being injured. While some of these risk factors, such as family history, cannot be controlled in the employment setting, many can, including:

- The force used to perform a task;
- Posture while performing tasks;
- The number of repetitions performed in a given time period; and
- Mechanical stresses such as hard surfaces.

### Proper Adjustments to Office Equipment

The most significant RMI risk factor in office environments is poor body posture caused by improper workstation design or layout. In many cases employees are required to work in awkward positions for long periods of time. This greatly increases the likelihood of injury. Fortunately, this is often the easiest problem to correct. The goal is to perform work in neutral posture as much as possible. Neutral posture is best described as the most comfortable position and usually involves little or no twisting or deviation of the joints.

Sedentary employees are encouraged to contact the Supervisor to ensure that their workstations allow for neutral posture, with respect to the position of the employee’s chair, computer keyboard, desk, computer monitor, and work product.

## Hazardous Materials and Chemicals Communication Program

It is the policy of MPS that the first consideration of work shall be the protection of the safety and health of all employees. We have developed this Hazard Communication Program to ensure that materials which have been prohibited from use at public schools are not used at our school sites, and to ensure that all employees receive adequate information about the possible hazards that may result from the various materials found in our facility or used in our operations. This Hazard Communication Program will be monitored by the Chief Operations Officer, who will be responsible for ensuring that all facets of the program are carried out, and that the program is effective.

The following are a few of the common materials regulated by the program:<sup>1</sup>

- Asbestos-containing materials;
- Lead-containing materials;
- Pesticides, including antimicrobial sanitizers and disinfectants;
- Cleaning products and air purifiers; and
- Art supplies.

### Hazardous Material Inventory

The Chief Operations Officer or Home Office designee maintains a list of all hazardous materials used in our operations or present in our facility. This list contains the name of the product, the type of product (cleaner, disinfectant, solvent, adhesive, pesticide, etc.) and the name and address of the manufacturer. Any toxic chemicals that are prohibited from use at a public school shall be removed from the inventory. Examples of such chemicals are certain pesticides and art supplies.

### Safety Data Sheets (“SDS”)

Copies of SDS for all hazardous substances to which our employees may be exposed will be kept in a binder in the office at 250 E. 1<sup>st</sup> St. Ste 1500 Los Angeles, CA 90012. These SDS are available to all employees, at any reasonable time, upon request. Copies of the most commonly used products will also be kept by the Supervisor at the work site.

The Chief Operations Officer or Home Office designee will be responsible for reviewing incoming SDS for new and significant health/safety information. They will ensure that any new information is passed on to the affected employees.

The Chief Operations Officer or Home Office designee will also review all incoming SDS for completeness. If an SDS is missing or obviously incomplete, a new SDS will be requested from the manufacturer. The California Occupational Safety and Health Administration (“Cal/OSHA”) will be notified if a complete MSDS is not received and the manufacturer will not supply one.

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<sup>1</sup> Please note that the following items are not included in the program: foods, drugs, cosmetics or tobacco; untreated wood products; hazardous waste; and certain consumer products packaged for sale to and use by the general public, provided that our exposure is not significantly greater than typical consumer exposure.

New materials will not be introduced into a school site until a SDS has been received. The purchasing department will make it an ongoing part of their function to obtain SDS for all new materials when they are first ordered.

### Container Labeling

All containers of hazardous substances must be correctly labeled and the label must be legible.

The label must contain:

- The chemical name of the contents;
- The appropriate hazard warnings; and
- The name and address of the manufacturer.

All secondary containers will be labeled as to their contents with a reference to the original label.

### Employee Information and Training

All employees will be provided information and training on Integrated Pest Management in accordance with the Healthy Schools Act of 2000.

### Hazardous Non-Routine Tasks

Infrequently, employees may be required to perform hazardous non-routine tasks. Prior to starting this work, each involved employee will be given information by his/her supervisor about hazards to which they may be exposed during such activity.

This information will include:

- The specific hazards;
- Protective/safety measures which must be utilized; and
- The measures the organization has taken to lessen the hazards, including special ventilation, respirators, the presence of another employee, emergency procedures, etc.

### Informing Outside Contractors and Vendors

To ensure that outside contractors are not exposed to our hazardous materials, and to ensure the safety of the contractor's employees, it will be the responsibility of the Supervisor to provide outside contractors the following information:

- The hazardous substances under our control that they may be exposed to while at the work site; and
- The precautions the contractor's employees must take to lessen the possibility of exposure.

We will obtain from outside contractors and vendors the name of any hazardous substances the contractor's employees may be using at a work site or bringing into our facility. The contractor must also supply a copy of the material safety data sheet relevant to these materials.

### Employee Rights Under the Hazard Communication Standard

At any reasonable time, an employee has the right, upon request, to:

- Access the SDS folder, and the Hazard Communication Program;
- See his/her employment medical records.

## Hazard Identification and Evaluation

The following procedures are to assist in the identification and correction of hazards. These procedures are representative only and are not exhaustive of all the measures and methods that will be implemented to guard against injury from recognized and potential hazards in the workplace. As new hazards are identified and improved work procedures developed, they will be promptly incorporated into our Safety Manual.

### Accident Investigations

All accidents and injuries will be investigated in accordance with the guidelines contained in this program. Accident investigations will focus on all causal factors and corrective action including the identification and correction of hazards that may have contributed to the accident.

### Employee Suggestions

Employees are encouraged to report any hazard they observe to their supervisor. No employee of MPS will ever be disciplined or discharged for reporting any workplace hazard or unsafe condition in good faith. However, employees who do NOT report potential hazards or unsafe conditions that they are aware of will be subject to disciplinary action.

### Periodic Safety Inspections

Periodic safety inspections ensure that physical and mechanical hazards are under control and identify situations that may become potentially hazardous. Inspections shall include a review of the work habits of employees in all work areas. These inspections will be conducted by the Chief Operations Officer or other designated individual.

Periodic safety inspections will be conducted:

- When new substances, process, procedures or equipment are used;
- When new or previously unrecognized hazards are identified; and
- Periodically by the Safety Coordinator (the School Principal, COO or designee).

### Documentation of Inspections

Safety inspections will be documented to include the following:

- Date on which the inspection was performed;
- The name and title of person who performed the inspection;
- Any hazardous conditions noted or discovered and the steps or procedures taken to correct them; and
- Signature of the person who performed the inspection.

All reports shall be kept on file for a minimum of two (2) years.

## Hazard Correction

The following procedures will be used to evaluate, prioritize and correct identified safety hazards. Hazards will be corrected in order of priority, with the most serious hazards being corrected first.

### Hazard Evaluation

Factors that will be considered when evaluating hazards include:

- Potential severity (the potential for serious injury, illness or fatality);
- Likelihood of exposure (the probability of the employee coming into contact with the hazard);
- Frequency of exposure (how often employees come into contact with the hazard);
- Number of employees exposed;
- Possible corrective actions (what can be done to minimize or eliminate the hazard); and
- Time necessary to correct (the time necessary to minimize or eliminate the hazard).

### Techniques for Correcting Hazards

1. **Engineering Controls:** Could include machine guarding, ventilation, noise reduction at the source, and provision of material handling equipment. These are the first and preferred methods of control.
2. **Administrative Controls:** The next most desirable method would include rotation of employees or limiting exposure time.
3. **Personal Protective Equipment:** Includes hard hats, hearing protection, respirators and safety glasses. These are often the least effective controls for hazards and should be relied upon only when other controls are impractical.

### Documentation of Corrective Action

All corrective action taken to mitigate hazards should be documented. Depending on the circumstances, one of the following forms should be used:

- Safety Contact Report;
- Safety Meeting Report;
- Memorandum or letter; or
- Safety inspection form.

All hazards noted on safety inspections will be rechecked on each subsequent inspection and notations made as to their status.

## Bloodborne Pathogen Exposure Control Plan

The Chief Operations Officer, or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Chief Operations Officer, or designee, shall establish a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School’s “Exposure Control Plan,” employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered hepatitis B vaccination.

The Chief Operations Officer, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Any employee not identified as having occupational exposure in the Charter School’s exposure determination may petition to be included in the Charter School’s employee in-service training and hepatitis B vaccination program. Any such petition should be submitted to the Chief Operations Officer, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The Chief Operations Officer, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

## Safety Communication

This section establishes procedures designed to develop and maintain employee involvement and interest in the Safety Manual and IIPP. These activities will also ensure effective communication between management and employees on safety related issues that is of prime importance to MPS.

The following are some of the safety communication methods that may be used:

1. Periodic safety meetings with employees that encourage participation and open, two-way communication.
2. New employee safety orientation and provision of the Code of Safe Practices.
3. Provision and maintenance of employee bulletin boards discussing safety issues, accidents, and general safety suggestions.
4. Written communications from management or Safety Coordinator (the School Principal, COO or designee), including memos, postings, payroll stuffers, and newsletters.
5. Anonymous safety suggestion program.

Employees will be kept advised of highlights and changes relating to the safety program. Management shall relay changes and improvements regarding the safety program to employees, as appropriate. Employees will be involved in future developments and safety activities, by requesting their opinions and comments, as necessary.

All employee-initiated safety related suggestions shall be properly answered, either verbally or in writing, by the appropriate level of management. Unresolved issues shall be relayed to the Chief Operations Officer.

All employees are encouraged to bring any safety concerns they may have to the attention of management. MPS will not discriminate against any employee for raising safety issues or concerns.

MPS also has a system of anonymous notification whereby employees who wish to inform the company of workplace hazards without identifying themselves may do so by phoning or sending written notification to the following address:

ATTN: Chief Operations Officer  
Magnolia Public Schools  
250 E. 1st Street, Suite 1500  
Los Angeles, CA 90012  
Phone: (213) 628-3634  
Fax: (714) 362-9588

## Employee Safety Training

MPS is committed to instructing all employees in safe and healthful work practices. Awareness of potential hazards, as well as knowledge of how to control them, is critical to maintaining a safe and healthful work environment and preventing injuries. To achieve this goal, we will provide training to each employee on general safety issues and safety procedures specific to that employee's work assignment.

Such training provides the following benefits:

- Makes employees aware of job hazards;
- Teaches employees to perform jobs safely;
- Promotes two (2) way communication;
- Encourages safety suggestions;
- Creates interest in the safety program; and
- Fulfills Cal/OSHA requirements.

Every new employee will be given instruction by his/her Supervisor in the general safety requirements of their job. A copy of our **Code of Safe Practices** shall also be provided to each employee.

**Supervisors and employees will be trained at least twice per year on various accident prevention topics.**

Employee training will be provided at the following times:

**1. All new employees will receive a safety orientation their first day on the job.**

1. All new employees will be given a copy of this Manual (which includes our Code of Safe Practices) and will be required to read and sign for it.
1. All employees given a new job assignment for which training has not been previously provided will be trained before beginning the new assignment.
1. Whenever new substances, processes, procedures or equipment that represent a new hazard are introduced into the workplace.
1. Whenever MPS is made aware of a new or previously unrecognized hazard.
1. Whenever management believes that additional training is necessary.
1. After all of the serious accidents.
1. When employees are not following safe work rules or procedures.

Training topics will include, but not be limited to:

- Employee's safety responsibility;
- General safety rules;
- Code of Safe Practices;
- Safe job procedures;
- Ergonomics;
- Use of safety equipment;
- Emergency procedures;
- Safe lifting and material handling practices; and
- Contents of safety program

The following training method should be used:

- **Tell them** how to do the job safely;
- **Show them** how to do the job safely;
- **Have them tell you** how to do the job safely;
- **Have them show you** how to do the job safely; and
- **Follow up** to ensure they are still performing the job safely.

Actual demonstrations of the proper way to perform a task are very helpful in most cases.

## Emergency Medical Services and First Aid

MPS will ensure the availability of emergency medical services for its employees at all times. We will also ensure the availability of a suitable number of appropriately trained persons to render first aid. The Chief Operations Officer or designee will maintain a list of trained individuals and take steps to provide training for those that desire it.

### First-Aid Kits

Every work site shall have access to **at least one first-aid kit in a weatherproof container**. The first-aid kit will be inspected regularly to ensure that it is well stocked, in sanitary condition, and any used items are promptly replaced. The contents of the first-aid kit shall be arranged to be quickly found and remain sanitary. First-aid dressings shall be sterile and in individually sealed packages.

**At a minimum, the following first-aid supplies shall be kept:**

### **Type of Supply Required by Number of Employees**

<b>Type of Supplies</b>	<b>Number of Employees</b>			
	<b>1-5</b>	<b>6-15</b>	<b>16-200</b>	<b>200+</b>
Adhesive dressings	X	X	X	X
Adhesive tape rolls, 1-inch wide	X	X	X	X
Eye dressing packet	X	X	X	X
1-inch gauze bandage roll or compress		X	X	X
2-inch gauze bandage roll or compress	X	X	X	X
4-inch gauze bandage roll or compress		X	X	X
Sterile gauze pads, 2-inch square	X	X	X	X
Sterile gauze pads, 4-inch square	X	X	X	X
Sterile surgical pads suitable for pressure dressings			X	X
Triangular bandages	X	X	X	X
Safety pins	X	X	X	X
Tweezers and scissors	X	X	X	X
Cotton-tipped applicators*			X	X
Forceps*			X	X
Emesis basin*			X	X
Flashlight*			X	X
Magnifying glass*			X	X
Portable oxygen and its breathing equipment*				X
Tongue depressors*				X
Appropriate record forms*	X	X	X	X
First-aid textbook, manual or equivalent*	X	X	X	X

*\*To be readily available but not necessarily within the first-aid kit.*

Drugs, antiseptics, eye irrigation solutions, inhalants, medicines, or proprietary preparations shall not be included in MPS first-aid kits unless specifically approved, in writing, by an employer-

authorized, licensed physician. Other supplies and equipment, if provided, shall be in accordance with the documented recommendations of an employer-authorized licensed physician upon consideration of the extent and type of emergency care to be given based upon the anticipated incidence and nature of injuries and illnesses and availability of transportation to medical care.

### First Aid

The designated first aid person on each site will be available at all times to render appropriate first aid for injuries and illnesses. Proper equipment for the prompt transportation of the injured or ill person to a physician or hospital where emergency care is provided, or an effective communication system for contacting hospitals or other emergency medical facilities, physicians, ambulance and fire services, shall also be furnished. The telephone numbers of the following emergency services in the area shall be posted near the job telephone, or otherwise made available to the employees where no job site telephone exists:

1. A company authorized physician or medical clinic, and at least one alternate if available;
  - Hospitals;
  - Ambulance services; and
  - Fire-protection services.

Prior to the commencement of work at any site, the Supervisor shall locate the nearest preferred medical facility and establish that transportation or communication methods are available in the event of an employee injury.

Each employee shall be informed of the procedures to follow in case of injury or illness through our new employee orientation program, Code of Safe Practices, and safety meetings.

Where the eyes or body of any person may be exposed to injurious or corrosive materials, suitable facilities for drenching the body or flushing the eyes with clean water shall be conspicuously and readily accessible.

### Accident Procedures

These procedures are to be followed in the event of an employee injury in the course of employment.

1. **For severe accidents call 911 and request the Paramedics.**
1. **Employees must report all work-related injuries to their Supervisor immediately, even if they do not feel that it requires medical attention.** Failure to do so may delay Workers' Compensation benefits, and the employee may face disciplinary action.
1. The Supervisor, employee, and first aid person should determine whether or not outside medical attention is needed. When uncertainty exists on the part of any individual, the employee should be sent for professional medical care.

1. If medical attention is not desired or the employee refuses treatment, you must still fill out an Accident Report in case complications arise later.
1. In all cases, if the employee cannot transport himself or herself for any reason, transportation should be provided.
1. In the event of a serious accident involving hospitalization for more than twenty-four (24) hours, amputation, permanent disfigurement, loss of consciousness or death, phone contact should be made with the office at (213) 628-3634. Contact must also be made with the nearest Cal/OSHA office within eight (8) hours.

## Accident Investigation

The Supervisor, or other designated individual will investigate all work-related accidents in a timely manner. This includes minor incidents and “near accidents,” as well as serious injuries. An accident is defined as any unexpected occurrence that results in injury to personnel, damage to equipment, facilities, or material, or interruption of normal operations.

### Responsibility for Accident Investigation

Immediately upon being notified of an accident, the Supervisor, or other designated individual shall conduct an investigation. The purpose of the investigation is to determine the cause of the accident and corrective action to prevent future re-occurrence, not to fix blame or find fault. An unbiased approach is necessary in order to obtain objective findings.

### The Purpose of Accident Investigations

- To prevent or decrease the likelihood of similar accidents.
- To identify and correct unsafe work practices and physical hazards. Accidents are often caused by a combination of these two factors.
- To identify training needs. This makes training more effective by focusing on factors that are most likely to cause accidents.

### What Types of Incidents Do We Investigate?

- Fatalities
- Serious injuries
- Minor injuries
- Property damage
- Near misses

### Procedures for Investigation of Accidents

Immediately upon being notified of an accident the Supervisor, or other designated individual will:

1. Visit the accident scene, as soon as possible, while facts and evidence are still fresh and before witnesses forget important details and to make sure hazardous conditions to which other employees or customers could be exposed are corrected or have been removed.
1. Provide for needed first aid or medical services for the injured employee(s).
1. If possible, interview the injured worker at the scene of the accident and verbally “walk” him or her through a re-enactment. All interviews should be conducted as privately as possible. Interview all witnesses individually and talk with anyone who has knowledge of the accident, even if they did not actually witness it.

1. Report the accident to the office at (213) 628-3634. Accidents will be reported by the office to the insurance carrier within twenty-four (24) hours. All serious accidents will be reported to the carrier as soon as possible.
1. Consider taking signed statements in cases where facts are unclear or there is an element of controversy.
1. Thoroughly investigate the accident to identify all accident causes and contributing factors. Document details graphically. Use sketches, diagrams and photos as needed. Take measurements when appropriate.
1. All accidents involving death, disfigurement, amputation, loss of consciousness or hospitalization for more than twenty-four (24) hours must be reported to Cal/OSHA immediately.
1. Focus on causes and hazards. Develop an analysis of what happened, how it happened, and how it could have been prevented. Determine what caused the accident itself, not just the injury.
1. Every investigation must also include an action plan that includes an assessment of how such accidents be prevented in the future.
1. In the event a third party or defective product contributed to the accident, save any evidence as it could be critical to the recovery of claim costs.

#### Accurate & Prompt Investigations

- Ensures information is available
- Causes can be quickly corrected
- Helps identify all contributing factors
- Reflects management concern
- Reduces chance of recurrence

#### Investigation Tips

- Avoid placing blame
- Document with photos and diagrams, if needed
- Be objective, get the facts
- Reconstruct the event
- Use open-ended questions

#### Questions to Ask

When investigating accidents, asking open-ended questions beginning with “who,” “what,” “when,” “where,” “why,” and “how” will provide more information than closed-ended questions such as, “Were you wearing gloves?”

Examples include:

- How did it happen?
- Why did it happen?
- How could it have been prevented?
- Who was involved?
- Who witnessed the incident?
- Where were the witnesses at the time of the incident?
- What was the injured worker doing?
- What was the employee working on?
- When did it happen?
- When was the accident reported?
- Where did it happen?
- Why was the employee assigned to do the job?

**The single, most important question that must be answered as the result of any investigation is: “What do you recommend be done (or have you done) to prevent this type of incident from recurring?”**

Once the Accident Investigation is Completed

- Take or recommend corrective action.
- Document corrective action.
- The Safety Coordinator (School Principal, COO, or designee) will review the results of all investigations.
- Consider safety program modifications.
- Information obtained through accident investigations can be used to update and improve our current program.

## Enforcement of Safety Policies

The compliance of all employees with MPS's Safety Manual and IIPP is mandatory and shall be considered a condition of employment.

### Training Programs

The importance of safe work practices and the consequences of failing to abide by safety rules will be covered in the New Employee Safety Orientation and safety meetings. This will help ensure that all employees understand and abide by MPS safety policies.

### Retraining

Employees that are observed performing unsafe acts or not following proper procedures or rules will be retrained by their supervisor. A Safety Contact Report may be completed by the supervisor to document the training and placed in the employee's personnel file. If multiple employees are involved, additional safety meetings will be held.

### Disciplinary Action

The failure of an employee to adhere to safety policies and procedures established by MPS can have a serious impact on everyone concerned. An unsafe act can threaten not only the health and wellbeing of the employee committing the unsafe act but can also affect the safety of his/her coworkers and customers. Accordingly, any employee who violates any of the organization's safety policies will be subject to disciplinary action.

Note: Failure to promptly report any on-the-job accident or injury, on the same day as its occurrence, is considered a serious violation of the organization's safety policies. Any employee who fails to immediately report a work-related accident or injury, no matter how minor, shall be subject to disciplinary action.

Employees will be disciplined for infractions of safety rules and unsafe work practices that are observed, not just those that result in an injury. Often, when an injury occurs, the accident investigation will reveal that the injury was caused because the employee violated an established safety rule and/or safe work practice(s). In any disciplinary action, the supervisor should be cautious that discipline is given to the employee for safety violations, and not simply because the employee was injured on the job or filed a Workers' Compensation claim.

Violations of safety rules and the **Code of Safe Practices** (see page 2-4 of this IIPP) are to be considered equal to violations of other company policy. Discipline for safety violations will be administered in a manner that is consistent with MPS's Employee Handbook.

## APPENDIX A

### Vaccination Declination Form

EMPLOYEE NAME: \_\_\_\_\_

**By signing below, I acknowledge the following:**

I understand that due to my occupational exposure to blood or other potential infectious materials I may be at risk of acquiring Hepatitis B Virus (“HBV”) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline the Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX B

### Employee Safety Contact Report

Work site: \_\_\_\_\_ Manager / Supervisor: \_\_\_\_\_

Employee name \_\_\_\_\_ Date \_\_\_\_\_

Job title \_\_\_\_\_

Safety concern:

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Corrective action:

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Signed \_\_\_\_\_  
Employee

Signed \_\_\_\_\_  
Manager / Supervisor

4892-1981-1410, v. 2

## **BLOODBORNE PATHOGEN EXPOSURE CONTROL PLAN**

The Magnolia Public Schools (“MPS”) **Principal/Executive Director**, or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The MPS Board of Directors has established this written “Exposure Control Plan” (“ECP”) designed to protect employees and students from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

### **I. INTRODUCTION**

#### **A. Purpose**

The purpose of this Bloodborne Pathogen Exposure Control Plan is to:

1. Eliminate or minimize employee occupational exposure to blood or certain other body fluids;
2. Comply with the Cal/OSHA’s Bloodborne Pathogens Standard.

#### **B. Background**

Blood and body fluids may contain pathogens, which are small organisms that can cause serious disease. Some of the most common bloodborne diseases are:

1. Hepatitis B virus (“HBV”) and Hepatitis C virus (“HCV”), which causes hepatitis, a potentially fatal liver disease; and
2. Human Immunodeficiency Virus (“HIV”), the cause of Acquired Immunodeficiency Syndrome (“AIDS”).

HBV, HCV and HIV are usually passed on when disease organisms enter the body through mucous membranes or through breaks in the skin.

**In the school setting**, the most common way exposure can occur is when an employee has an open sore or injury and is in contact with blood or other infectious material, or when an employee is not wearing the proper personal protective equipment to protect against contact with infectious material such as blood, human tissue or other body fluids that contain blood.

#### **C. Management Commitment/Responsibility**

**The development and implementation of an exposure control plan requires the commitment of management and participation of all employees at every level within the organization.**

1. Policy Statement

It is the policy of MPS to provide a safe and healthy work environment for all of its employees by minimizing exposure to bloodborne pathogens.

2. Responsibility

- a. It shall be the responsibility of the **Principal/Executive Director** to review the organization's bloodborne pathogen exposure control program annually. Whenever necessary, the Exposure Control Plan will be amended to reflect new or modified tasks and procedures, which affect occupational exposure.
- b. It shall be the responsibility of the **Principal/Executive Director** to conduct facility audits to assess exposure control compliance, including examination of engineering controls on a regular basis to ensure their effectiveness.
- c. The **Principal/Executive Director** shall coordinate, implement and monitor the training, vaccinations, post-exposure evaluation and follow-up, post-exposure prophylaxis, and record keeping required annually to ensure compliance in accordance with bloodborne pathogens exposure control standards.
- d. The **Principal/Executive Director** is responsible for overseeing the implementation of the work practice controls at the school site.
- e. The **Principal/Executive Director** is responsible for assessing and selecting appropriate personal protective equipment.
- f. The **Principal/ Executive Director** is responsible for ensuring that appropriate personal protective equipment is available to employees at the school site. Employees are responsible for wearing the designated personal protective equipment.
- g. The **Principal/ Executive Director** is responsible for maintaining the training records.

## **II. EXPOSURE DETERMINATION**

### **A. Definition of Occupational Exposure**

Any employee with occupational exposure to blood or other potentially infectious materials is covered by the Exposure Control Plan. Potentially infectious materials include the

following human body fluids: blood, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva, any bodily fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.

Occupational exposure is defined by Cal/OSHA as “reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.” (Parenteral means piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts and abrasions). Further, to be considered “occupational exposure,” the contact must result from the performance of an employee’s duties.

## **B. Determination of Occupational Exposure**

The Cal/OSHA regulations provide for the Hepatitis B vaccination of certain employees who may reasonably anticipate occupational exposure. Accordingly, it is the organization’s responsibility to identify and list the following:

1. Each job classification in which all the employees have reasonably anticipated occupational exposure.
2. Each job classification in which some of the employees have occupational exposure.

In identifying the job classification, MPS must specify the job tasks and procedures in which occupational exposure is reasonably anticipated to occur. These job classifications and related job tasks and procedures are identified in the list that follows, entitled “Job Classifications in Which Employees Have Occupational Exposure to Bloodborne Pathogens.”

Consequently, Hepatitis B vaccinations shall be provided to those employees determined by the **Principal/Executive Director**, or designee, to have occupational exposure to blood and other potentially infectious materials, and to be eligible for vaccination.

### **Job Classifications in Which Employees Have Occupational Exposure to Bloodborne Pathogens**

Below are listed the job classifications at MPS where some or all employees may handle human blood or other potentially infectious materials, and the tasks/procedures which may result in possible exposure to bloodborne pathogens:

#### **JOB CLASSIFICATION**

#### **TASKS/PROCEDURES**

Employees with Occupational Exposure:

- School Nurses
- Health Assistants

Provision of physical care in which blood or blood-tinged body fluids are present.

Employees with Potential Occupational Exposure:

- Special Education Teachers
- Instructional Assistants
- Paraeducators
- Preschool Teachers
- Special Education Bus Drivers
- Bus Drivers

Provision of physical care or conduct activities with exposure to blood for the developmentally disabled.

- Custodians

OSHA does not generally consider maintenance personnel, janitorial or housekeeping staff in non-health care facilities to have occupational exposure. However, a custodian who cleans the school first-aid room is more likely to have occupational exposure than a custodian who cleans offices

- School Secretaries
- School Support Assistants
- Athletic Coaches
- Campus Monitors

Provision of first aid.

- Science Teachers

Provision of contact with bio-hazardous materials.

### III. HEPATITIS B VACCINATION PROGRAM

MPS recognizes that even with good adherence to all exposure prevention practices, exposure incidents can occur. As a result, the organization has implemented a Hepatitis B vaccination program and has set up procedures for post-exposure evaluation and follow-up should exposure to bloodborne pathogens occur.

This program is available, at no cost, to all eligible employees who have occupational exposure to bloodborne pathogens.

Any employee not identified as having occupational exposure in MPS's exposure determination may petition to be included in MPS's employee in-service training and HBV vaccination program. Any such petition should be submitted to the Principal/Executive Director, or designee, who shall evaluate the request and notify the petitioners of their decision. The Principal/Executive Director, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

See Section II, Exposure Determination, to identify those employees who will be offered the vaccination. The vaccination is a series of either two or three injections. Field trials of the vaccines have shown eighty to ninety percent (80% - 90%) efficacy in preventing infections.

Vaccination for employees with occupational exposure will be made available following the required Bloodborne Pathogens training and within ten (10) working days of initial assignment.

Vaccinations are performed under the supervision of a health care professional. Employees taking part in the vaccination program are listed under Section II.B Determination of Occupational Exposure.

The **Principal/Executive Director**, or designee, may exempt designated first-aid providers from pre-exposure HBV vaccination under the conditions specified by state regulations. Employees who are eligible but have declined to take part in the program must sign the "Vaccination Declination Form." (See **Appendix A**). The completed "Vaccination Declination Forms" shall be maintained by MPS. If any employee signs the "Vaccination Declination Form," but at a later date chooses to receive the vaccination, the organization will make it available at that time.

Employees who are designated first-aid providers are not mandatorily eligible for pre-exposure vaccination but may be eligible for vaccination in the event the employee renders assistance during a first-aid incident involving the presence of blood or infectious material. See discussion regarding such vaccination under Section VI Post Exposure Evaluation and Follow-up.

Designated first aid providers are defined as employees who may run a risk of occupational exposure; however, this risk arises in the context of the performance of a "collateral" duty that is not performed on a regular basis.

## IV. METHODS OF COMPLIANCE

There are a number of areas that must be addressed in order to effectively minimize exposure to bloodborne pathogens in our district. These include:

### A. Universal Precautions

Universal precautions are an approach to infection control. According to the concept of universal precautions, all human blood and body fluids are treated as if known to be infectious.

In the school setting, precautions shall include: hand washing, using gloves and other appropriate protective equipment, careful trash disposal, and using an Environmental Protection Agency (“EPA”) approved disinfectant known to kill HBV, HCV and HIV. If injectables are given, use of safety syringes is recommended.

Universal precautions shall be used within the school setting at all times to prevent contact with blood or other potentially infectious materials.

All procedures involving blood or other body fluids shall be performed in such a manner as to minimize splashing, spraying, splattering, and generation of droplets of these substances.

### B. Engineering and Work Practice Controls

Engineering controls means controls that isolate or remove the bloodborne pathogens hazard from the workplace (e.g., sharps disposal containers). See procedures in Section IV.D, Contaminated Needles and Sharps.

Work practice controls are controls that reduce the likelihood of exposure by altering the manner in which a task is performed.

Hand washing: Thorough hand washing is the single most effective means in preventing the spread of infectious diseases and should be practiced routinely by all school personnel and taught to students as routine hygienic practices.

All employees shall wash hands and any other skin with soap and water and flush exposed mucous membranes with water immediately, or as soon as practicable, following contact of such body areas with blood or other potentially infectious materials.

Employees shall wash their hands immediately, or as soon as possible after removal of gloves or other personal protective equipment.

How to wash hands: Wet hands with running water and apply soap from a dispenser. Lather well. You may wish to remove all jewelry from hands and place in a safe location at this time. Wash vigorously for fifteen (15) to twenty (20) seconds. Soap suspends

easily-removable soil and microorganisms, allowing them to be washed off. Running water is necessary to carry away dirt and debris. Rinse well under running water with water draining from wrist to fingertips. Leave water running. Dry hands well with a paper towel and then turn off the faucet with paper towel. Discard the towel in appropriate container. Apply hand cream after frequent hand washing. Use lotion to prevent skin irritation, breakdown and subsequent infection. Running water may not be available in some situations, in which case liquid disinfectant and/or towelettes should be substituted temporarily. (Employees with frequent exposure to body fluids should not wear hand jewelry in the workplace.)

Hand washing facilities: Hand washing facilities or antiseptic solutions and/or towelettes (to be used as an immediate but temporary measure in places where hand washing facilities are not available) will be readily accessible. Hand washing facility means a facility providing an adequate supply of running potable water, soap and single-use towels or hot air drying machines.

### **C. Personal Protective Equipment**

Personal protective equipment is specialized clothing or equipment worn or used by an employee for protection against a hazard (e.g., gloves, eye protection, etc.).

All personal protective equipment used at MPS to provide a barrier against bloodborne pathogens will be provided without cost to employees. Personal protective equipment will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach the employees' clothing, skin, eyes, mouth, or other mucous membranes.

All personal protective equipment will be inspected periodically and repaired or replaced as needed to maintain its effectiveness. Employees shall be responsible for notifying his or her Supervisor of the need for repair or replacement of such materials.

Reusable personal protective equipment will be cleaned, laundered and decontaminated as needed at no cost to the employees. Personal protective equipment that cannot, for whatever reason, be decontaminated will be disposed of in accordance with biohazard rules and regulations. See Section IV.E, Waste Disposal. Any garments penetrated by blood or other infectious materials will be removed immediately, or as soon as practicable. All potentially contaminated personal protective equipment will be removed prior to leaving a work area. Glasses, reusable gloves and barrier masks shall be decontaminated by the user by soaking in an EPA registered germicide or a fresh solution of one (1) part bleach to ten (10) parts water for at least five (5) minutes (if bleach is used, it must be mixed fresh daily).

Disposable (single-use) latex gloves should be used when contact with blood or body fluids is anticipated (such as a bloody nose). Gloves will be standard components of first-aid supplies in the schools so that they are readily accessible for emergencies and regular care given in school health offices, cafeterias, and athletic training rooms. Gloves shall also be

used during decontamination procedures. In some instances, use of latex free gloves may be appropriate. (See Housekeeping for more information on decontamination.)

- Disposable (single-use) gloves shall be replaced as soon as practical when contaminated, torn, punctured or unable to function as a barrier. They shall not be washed or decontaminated for re-use.
- Utility gloves may be decontaminated for re-use if the integrity of the glove is not compromised. Utility gloves must be discarded if they are cracked, peeling, torn, punctured, deteriorated or when their ability to function as a barrier is compromised.

#### **D. Contaminated Needles and Sharps**

Broken glassware or other sharps, which may be contaminated shall not be picked up directly with the hands but shall be picked up by utilizing any mechanical means, such as a broom, dustpan or tongs. Gloves should be worn during this procedure.

Contaminated sharps shall NOT be recapped, broken or bent and should be discarded immediately into easily accessible containers that are closable, puncture resistant, leak proof on sides and bottom and properly labeled.

Containers should be located as close as possible to the immediate area where sharps are used (e.g., health room, science classroom, etc.), replaced immediately when full and shall not be allowed to overfill. Full sharps containers may not be stored more than seven (7) days.

When moving containers of contaminated sharps from the area of use, the containers will be closed immediately prior to removal or replacement to prevent spilling or protrusion of contents. The primary container must be placed in a secondary container if leakage is possible. The secondary container must be a container, which is closable, leak-proof, red and appropriately labeled (e.g., a red, labeled plastic bag).

#### **E. Waste Disposal**

Disposal of contaminated sharps and other “regulated waste” must be in accordance with the Medical Waste Management Act (“Act”). (Health & Safety Code § 117600 *et al.*) Cal/OSHA defines “regulated waste” as liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.

Medical waste under the Act consists of biohazardous waste and sharps waste.

**Biohazardous waste is not normally found in the school setting.** Biohazardous waste includes waste, which contains recognizable fluid blood. In the event of unusual

circumstances, the regulated waste must be double bagged in leakproof, appropriately labeled, color coded red, plastic bags tied and transported in accordance with all applicable state and local regulations.

Sharps waste includes any device having acute rigid corners, edges, or protuberances capable of cutting or piercing, including:

- Hypodermic needles, syringes, blades, and needles with attached tubing; and
- Broken glass items contaminated with medical waste.

Non-regulated waste may be disposed of as regular trash and includes waste such as disposables containing non-fluid blood (dressing, gauze cotton rolls, towels, rags, etc., with small amounts of dried blood or other body fluids). Please note that feminine hygiene products and Band-Aids or dressings with small amounts of dried blood are NOT considered to be medical wastes.

All waste baskets should be lined with disposable plastic bags. It is important to note that if a contaminated item such as a Band-Aid or a small dressing contains dried blood, it may be disposed of as regular trash.

#### **F. Work Area Restrictions**

Eating, drinking, applying cosmetics or lip balm, and handling contact lenses are prohibited in areas where occupational exposure may be expected.

Food and drink shall not be kept in refrigerators, freezers, shelves, cabinets, or on countertops or benchtops where blood or other body fluids are present.

#### **G. Housekeeping Practices**

Decontamination: Gloves shall be worn during decontamination procedures. All contaminated work surfaces will be decontaminated after completion of associated tasks/procedures, immediately or as soon as feasible after any spill of blood or other potentially infectious materials, and at the end of the work shift if the surface may have become contaminated since the last cleaning. Contaminated furniture, toys, educational materials/equipment shall be decontaminated with an EPA registered germicide or a solution of one (1) part bleach to ten (10) parts water.

Equipment/tools which have become contaminated with blood or other potentially infectious materials shall be decontaminated by using an EPA registered germicide or a 1:10 bleach/water solution prepared daily. Equipment which becomes contaminated will be examined prior to reuse, servicing or shipping, and decontaminated as necessary.

MPS shall assure that the work site is maintained in a clean and sanitary condition and shall determine and implement an appropriate cleaning schedule for rooms where body fluids

are present. Schedules shall be as frequent as necessary depending on the area of the school, the type of surface to be cleaned, and the amount and type of soil present.

Custodial and maintenance staff shall wear appropriate personal protective equipment, including general-purpose utility gloves during cleanup of blood or other potentially infectious materials.

All blood and body fluid spills shall be immediately contained and as soon as practicable cleaned up by appropriately trained staff who are equipped to work with potentially infectious materials.

Initial clean-up of blood or other potentially infectious materials from all surfaces including sinks, work areas, equipment, floors, car/bus seats, etc., should be followed with the use of an appropriate disinfectant.

**All waste baskets should be lined with a disposable plastic bag. In areas where blood is present, physical care is provided or personal care occurs (e.g., health office, restrooms, locker rooms, science classrooms, etc.), disposable plastic bags should be replaced daily.**

## **H. Laundry Procedures**

Laundry contaminated with blood or other potentially infectious materials (e.g., athletic uniforms and towels) should be handled as little as possible and with a minimum of agitation. Contaminated laundry should be bagged at the location of use in a biohazard labeled or color coded red, leak-proof bag. Contaminated laundry should not be sorted or rinsed in the location of use.

If laundry facilities are available and the contaminated laundry is to be laundered at school, the bag will be transported to the site where laundry is done. Universal precautions will be used at all times.

Each of these areas will be reviewed with employees during bloodborne pathogens related training (see Section VII, Information and Training, in this plan for additional information).

## **I. Labels and Signs**

One of the most obvious warnings of possible exposure to bloodborne pathogens are biohazard labels. Because of this, MPS will implement a biohazard warning labeling program or when appropriate, using red “color-coded” containers.

The following items shall be properly labeled:

- Containers of regulated waste (see Section IV.G on Waste Disposal).
- Sharps disposal containers.
- Contaminated laundry bags and containers.
- Contaminated equipment (e.g., athletic equipment, shop equipment).

## **V. FIRST AID INCIDENTS INVOLVING THE PRESENCE OF BLOOD OR INFECTIOUS MATERIALS**

Designated first aid providers who have rendered assistance in any situation involving the presence of blood or other potentially infectious material, regardless of whether an actual exposure incident has occurred, have a duty to report such an incident before the end of the work shift during which the first aid incident occurred. The report must contain the information required of employees involved in occupational exposure incidents, as provided below. The report is used in determining whether the employee has been involved in an occupational exposure incident, and the types of prophylaxis and follow-up treatment required in light of the incident. The report shall be recorded on a list of such first aid incidents, which shall be made available to all employees upon request.

Following a first aid incident involving the presence of blood or infectious material, the Hepatitis B vaccination will be made available to the first aid providers who rendered assistance during the incident within twenty-four (24) hours, regardless of whether an exposure incident occurred. See Section III regarding Hepatitis B Vaccination Program.

In the event that it is determined that the first aid incident also constituted an exposure incident, the procedures for post-exposure evaluation and follow-up, discussed below, shall be followed.

## **VI. POST-EXPOSURE EVALUATION AND FOLLOW-UP**

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

It is the employee's responsibility to report the occurrence of an occupational exposure incident, before the end of the work day during which the incident occurred. An occupational exposure incident is defined as a specific eye, mouth, other mucous membrane, non-intact skin or parenteral contact with blood or infectious material, resulting from the performance of an employee's duties.

The employee's report must contain the following information:

1. Name of the first aid provider who rendered assistance, or employee who suffered an occupational exposure incident.
2. Date and time of the incident.
3. A description of the first aid incident, including:
  - a. Whether potentially infectious materials were involved;
  - b. Source of the blood or infectious material;
  - c. Circumstances under which the incident occurred, i.e., accidental, unusual circumstances;
  - d. Description of where the incident occurred;
  - e. Description of the personal protective equipment used.

4. Explanation as to whether, in the opinion of the employee, an "occupational exposure" incident occurred.
5. The Hepatitis B vaccine was offered to the employee within 24 hours of the incident, whether an exposure occurred or not.

Safety concerns may be reported using the "Employee Safety Contact Report." (See **Appendix B**). In response to a report of an occupational exposure incident, MPS will:

1. Investigate the circumstances surrounding the exposure incident; and
2. Make immediately available to the employee involved in the occupational exposure incident, a confidential medical evaluation and follow-up, including at least the following elements:
  - a. Documentation of the route(s) of exposure, and the circumstances under which the exposure incident occurred; and
  - b. Identification and documentation of the source individual, if feasible and not prohibited by state or local law.

Following such action, the **Principal/ Executive Director** will seek to obtain the consent of the identified source individual to test that individual's blood to determine the presence of antibodies to the HIV, HBV or HCV. Once consent is obtained, the testing shall be done as soon as is feasible.

The **Principal/ Executive Director** will also seek to obtain the consent of the source individual for subsequent disclosure of the results of the above test by the health care provider and the employer, unless the source individual is already known to be infected. If such consent is obtained, the results of the test will be made available to the exposed employee, accordingly. MPS will document the refusal of the source individual to provide such consent in order to establish that consent cannot legally be obtained.

If the employee with occupational exposure consents, MPS will also arrange to collect and test his or her blood for HBV, HCV and HIV status. In addition, an appointment will be arranged for the exposed employee with a qualified health care professional to discuss the employee's medical status.

Finally, the employee will be provided with an evaluation of any subsequent reported illnesses, which are related to the occupational exposure incident. The employee will also be provided with appropriate post-exposure prophylaxis and counseling.

## VII. INFORMATION AND TRAINING

Employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR § 5193).

All employees who have the potential for exposure to bloodborne pathogens will be trained and furnished with as much information as possible on this issue. Employees will be retrained at least annually to keep their knowledge current. Additionally, all new employees, as well as employees changing jobs or job functions, will be given initial or additional training which their new position requires at the time of their new job assignment.

#### **A. Topics**

The topics covered in our training program will include but not be limited to:

- An explanation of the symptoms and modes of transmission of bloodborne pathogens.
- An explanation of the use and limitations of methods of control that may prevent or reduce exposure including universal precautions, engineering controls, work practices, and personal protective equipment.
- An explanation of the basis for selection of personal protective equipment. Information on the HBV vaccine, including its efficacy, safety and the benefits of being vaccinated.
- An explanation of the procedure to follow if a first aid incident involving the presence of blood, or an exposure incident occurs, method of reporting the incident, and the medical follow-up that will be made available.
- An explanation of the signs, labels, tags and/or color coding used to denote biohazards (e.g., contaminated sharps containers).
- An accessible copy of the Cal/OSHA standard and an explanation of its contents.
- An explanation of the organization's exposure control plan and the means by which the employee can obtain a copy of the written plan.
- An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials.
- Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment.
- Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.

## APPENDIX A

### Vaccination Declination Form

EMPLOYEE NAME: \_\_\_\_\_

**By signing below, I acknowledge the following:**

I understand that due to my occupational exposure to blood or other potential infectious materials I may be at risk of acquiring Hepatitis B Virus (“HBV”) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline the Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



Adopted:

Amended:

MAGNOLIA PUBLIC SCHOOLS			
Hazardous Materials Inventory			
	<i>School:</i>	<i>Date</i>	<i>Supervisor</i>
	<b>Product Name</b>	<b>Type</b>	<b>Manufacturer &amp; City/State</b>
SAMPLE	Clorox Disinfecting Bleach	<i>Disinfectant</i>	Clorox Co., Oakland, CA
SAMPLE	409 All-Purpose Cleaner	<i>Cleaner</i>	SC Johnson, Racine, WI
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

***Some hazardous material types commonly used on school grounds: Disinfectant, cleaners, solvents, adhesives, paints, pesticide, art supplies.***

# Magnolia Public Schools

## FACILITY SAFETY INSPECTION CHECKLIST

Please complete this form and provide to the Principal/**Facilities Manager** on the first Friday of each month. List each item requiring correction and IDENTIFY THE AREA, BUILDING, AND ROOM IN EACH CASE, using the space provided.

\*Indicate specific action taken in REMARKS section on page 2.

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

Report Month: \_\_\_\_\_ Date: \_\_\_\_\_  
Month Day Year

Inspection made by: \_\_\_\_\_  
Maintenance Staff Signature

\_\_\_\_\_  
Facility Manager's Signature

		SATISFACTORY		
		YES	NO	N/A
1)	<b>FIRE ALARMS</b>			
	Detectors undamaged?			
	Bells/horns functional?			
	Date of last fire drill:	/	/	
	Date alarm tested:	/	/	
	Zones(s) tested:			
2)	<b>INTRUSION ALARMS</b>			
	Operable?			
	Date alarm tested:	/	/	
	Zone(s) tested:			
3)	<b>AUDIOVISUAL EQUIPMENT, OFFICE MACHINES, COMPUTERS</b>			
	Stored in designated rooms or cabinets?			
	Permanently marked?			
	Secured to stands?			
	Transporting stands safe and adequate?			
4)	<b>DOORS</b>			
	Good repair?			
5)	<b>FENCES/GATES</b>			
	Good repair?			
6)	<b>ELECTRICAL (INTERIOR AND EXTERIOR)</b>			
	Switch/junction boxes covered?			
	Cords, plugs, wiring, receptacles in good condition?			
	Electrical panels unobstructed? (36" clearance)			
	Electrical panel rooms locked?			
7)	<b>FIRE EXTINGUISHERS</b>			
	Extinguishers hung properly? (5' or lower)			
	Fully charged?			
	Pin secured?			
	Accessible?			
	Inspection current?			

		SATISFACTORY		
		YES	NO	N/A
8)	<b>AUTOMATIC SPRINKLERS</b>			
	Valve locked in open position?			
	18" clearance below all sprinkler heads?			
	Extra heads and wrench available?			
	Date of last inspection:	/	/	
9)	<b>HOUSEKEEPING</b>			
	Trash and garbage properly stored?			
	Trash and garbage picked up on schedule?			
	Flammable liquids stored in approved safety cans and/or metal cabinet?			
	Dumpsters away from building?			
	No rooms with heavy fire load?			
	No high storage?			
	Oily rags stored in proper receptacles and emptied regularly?			
10)	<b>LIGHTS (INTERIOR AND EXTERIOR)</b>			
	No broken lights?			
	No light burned out?			
	Adequate lighting?			
	Diffusors in place?			
11)	<b>WINDOWS &amp; SKYLIGHTS</b>			
	Latch in good repair?			
	No broken windows/skylights			
12)	<b>PLAYGROUND EQUIPMENT</b>			
	Good condition?	N/A	N/A	N/A
	Sufficient fall surfacing material?	N/A	N/A	N/A
13)	<b>PREMISES (INTERIOR AND EXTERIOR)</b>			
	Sidewalks, walking surfaces, parking lots, steps, stairways, hallways, ramps, etc., free from slip and trip hazards limbs, or obstructions?			
	Free of safety hazards caused by trees, limbs, or roots?			
	Handrails in place and secure?			
	Any water leaks in bathrooms?			

Monthly Safety Inspection Checklist - page 2

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## Monthly Safety Inspection Checklist - page 2

		SATISFACTORY		
		YES	NO	N/A
14)	<b>BREAKROOMS, AUDITORIUM, GYNNASIUM</b>			
	In-wall tables in good condition?	N/A		
	Do portable tables close and stay closed?			
	Benches and seats in good condition?			
	Bleachers in good condition?	N/A		
	Exit lights operating?			
	Emergency lights operating?			
	Locker rooms in good condition?			
	Choking posters properly posted?			
15)	<b>OUTSIDE/ATHLETIC FACILITIES</b>			
	Fields in good condition?	N/A		
	Bleachers in good condition?	N/A		
	Dugouts in good condition?	N/A		
	Tennis courts in good condition?	N/A		
	Basketball courts in good condition?	N/A		
	No chain nets on baskets?	N/A		
	Football goals safely arranged?	N/A		
	Soccer goals safely arranged?	N/A		
16)	<b>SWIMMING POOL AREA</b>			
	Depth markings in good condition?	N/A		
	Decking in good condition?	N/A		
	Bleachers in good condition?	N/A		
	Diving boards and towers in good condition?	N/A		
	Pool handrails in good condition?	N/A		
	Emergency/rescue equipment in place?	N/A		
	Rules posted?	N/A		
	Filter covers in place?	N/A		

		SATISFACTORY		
		YES	NO	N/A
17)	<b>LADDERS</b>			
	In good repair?			
	Shock hazard warning posted on aluminum ladders?			
18)	<b>SHOP AREAS/MACHINERY/EQUIPMENT/POWER TOOLS (Instructional &amp; District Shop Areas)</b>			
	Moving parts guarded?			
	Equipment properly grounded or double-insulated?			
	Tools in good condition?			
	Cords in good condition?			
	Housekeeping in shop area okay?			
	Personal protective equipment available and in good condition?			
19)	<b>ARSON PREVENTION</b>			
	"We-Tip" posters in place?			
20)	<b>ASBESTOS</b>			
	Asbestos-containing building materials in good condition?			
21)	<b>MATERIAL SAFETY DATA SHEETS</b>			
	Accessible to employees?			
	Updated?			
22)	<b>INDOOR AIR QUALITY</b>			
	Are filters clean?			
	Any signs of mold or mildew?			
23)	<b>ELEVATORS/LIFTS</b>			
	Are elevators/lifts working properly?			
	Are inspections current?			
24)	<b>OTHER: Specify</b>			

REMARKS	Work Order Submitted	YES	NO
	#		
	#		
	#		
	#		
	#		

# MAGNOLIA PUBLIC SCHOOLS

## Sample Safety Data Sheet (SDS)

### *[SAMPLE]*

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#### 1. Identification

Product Identifier: Clorox Disinfecting Bleach

Manufacturer: Clorox Co.

Address: Oakland, CA

Emergency Phone: (800) 446-1014

Recommended Use: Surface disinfectant

#### 2. Hazard(s) Identification

Hazard Classification: Skin Corrosive, Eye Damage

Label Elements: Signal Word - Danger

#### 3. Composition/Ingredients

Sodium hypochlorite (CAS 7681-52-9): 5-10%

Water: balance

#### 4. First-Aid Measures

Eyes: Rinse cautiously with water for several minutes.

Skin: Remove contaminated clothing and rinse with water.

Inhalation: Move to fresh air.

#### 5. Fire-Fighting Measures

Suitable Extinguishing Media: Water, foam, dry chemical

Special Hazards: May release toxic gases under fire conditions

#### 6. Accidental Release Measures

Use PPE. Contain and collect spillage. Ventilate area.

## **7. Handling and Storage**

Store in a well-ventilated place. Keep container tightly closed.

Avoid contact with skin and eyes.

## **8. Exposure Controls/Personal Protection**

Use ventilation. Wear safety goggles, gloves, and protective clothing.

## **9. Physical and Chemical Properties**

Appearance: Clear, light-yellow liquid

Odor: Chlorine

Boiling Point: ~100°C

## **10. Stability and Reactivity**

Stable under normal conditions. Avoid acids and ammonia.

## **11. Toxicological Information**

Routes of Exposure: Skin, eyes, inhalation

Effects: Irritation, tissue damage

## **12. Ecological Information**

Toxic to aquatic life. Avoid release into the environment.

## **13. Disposal Considerations**

Dispose of contents/container in accordance with local/regional/national regulations.

## **14. Transport Information**

Not regulated as hazardous for transport.

## **15. Regulatory Information**

Complies with OSHA Hazard Communication Standard 29 CFR 1910.1200 and Cal/OSHA Title 8 §5194.

## **16. Other Information**

Date of Preparation: July 28, 2025

Version: 1.0

# Coversheet

## Approval of Updated 2025-26 English Learner (EL) Master Plan

<b>Section:</b>	V. Action Items
<b>Item:</b>	F. Approval of Updated 2025-26 English Learner (EL) Master Plan
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	V_F_2025-26 EL Master Plan.pdf



<b>Agenda Item:</b>	V F: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Katie Mann, Director of EL and ELA Programs
<b>RE:</b>	Updated 2025-26 English Learner (EL) Master Plan

### **Action Proposed:**

I move that the Board approve the changes to the Magnolia Public Schools English Learner Master Plan for the 2025-2026 school year.

### **Purpose:**

The Magnolia Public Schools English Learner Master Plan is reviewed annually, and when significant changes are made, it is brought before the MPS Board of Directors for approval. The proposed revisions include some minor formatting changes, as well as the inclusion of guidance for assessing English Learners for the Risk of Reading Difficulties.

### **Background:**

All students in grades kindergarten through second grade, inclusive, will be assessed annually for the potential risk of reading difficulties, including dyslexia. Magnolia Public Schools has adopted Multitudes as the approved screening instrument, which is available in both English and Spanish. The proposed updates to the English Learner Master Plan detail the protocol which should be followed when screening English Learners, including how to determine if a student should be screened in English or Spanish, as well as the screener protocol for a what to do if the screening instrument is not available in at least one language in which the student is proficient.



**Impact:**

These proposed revisions will ensure continued alignment of services provided to our English Learners with the regulations set forth by the California Department of Education.

**Budget Implications:**

None

**Exhibits:**

- 2025-26 EL Master Plan

## **Magnolia Public Schools English Learner Master Plan**

Magnolia Public Schools (MPS) endeavors to meet and exceed the needs of all learners, and is committed to closing the achievement gap that may affect those students who are not fully proficient in English. We hope to accomplish this by facilitating the acquisition and mastery of the English language as quickly as possible, while providing English Learners (ELs) with access to the core content through specialized and targeted instruction, a research-based and state-approved curriculum, and carefully differentiated instructional strategies. MPS also promotes an equitable educational experience for our ELs and their families by providing supplemental counseling services, additional tutoring and literacy services, bilingual support, access to technology, and focused workshops where available and as needed.

MPS provides students with a vigorous English Language Development (ELD) program that is based on recent language acquisition research, as well as the six key principles for teaching ELs established by the *Understanding Language District Engagement Subcommittee at Stanford University*. These principles and research are the foundation of our program and guide our professional development. They are outlined as follows:

Source	Year	Summary
<i>The Understanding Language District Engagement Subcommittee at Stanford University</i>	2012	<ol style="list-style-type: none"> <li>1. Instruction focuses on providing ELs with opportunities to engage in discipline-specific practices, which are designed to build conceptual understanding and language competence in tandem.</li> <li>2. Instruction leverages ELs' home language(s), cultural assets, and prior knowledge.</li> <li>3. Standards-aligned instruction for ELs is rigorous, grade-level appropriate, and provides deliberate and appropriate scaffolds.</li> <li>4. Instruction moves ELs forward by taking into account their English proficiency levels and prior schooling experiences.</li> <li>5. Instruction fosters ELs' autonomy by equipping them with the strategies necessary to comprehend and use language in a variety of academic settings.</li> <li>6. Diagnostic tools and formative assessment practices are employed to measure students' content knowledge, academic language competence, and participation in disciplinary practices.</li> </ol>

<p><i>Research to Guide English Language Development Instruction by Saunders &amp; Goldenberg</i></p>	<p>2010</p>	<ol style="list-style-type: none"> <li>1. <i>Providing ELD instruction is better than not providing it.</i></li> <li>2. <i>ELD instruction should include interactive activities, but they must be carefully planned and carried out.</i></li> <li>3. <i>A separate block of time should be devoted daily to ELD instruction.</i></li> <li>4. <i>ELD instruction should emphasize listening and speaking although it can incorporate reading and writing.</i></li> <li>5. <i>ELD instruction should explicitly teach elements of English (for example, vocabulary, syntax, grammar, functions, and conventions).</i></li> <li>6. <i>ELD instruction should integrate meaning and communication to support explicit teaching of language.</i></li> <li>7. <i>ELD instruction should provide students with corrective feedback and form.</i></li> <li>8. <i>Use of English should be maximized during ELD instruction; the primary language should be used strategically.</i></li> <li>9. <i>Teachers should attend to communication and language learning strategies and incorporate them into ELD instruction.</i></li> <li>10. <i>ELD instruction should emphasize academic language as well as conversational language.</i></li> <li>11. <i>ELD instruction should continue until students reach Level 5.</i></li> </ol>
<p><i>Reparable Harm: Fulfilling the Unkept Promise of Educational Opportunity for California's Long Term English Learners</i></p>	<p>2010</p>	<p><i>Basic design principles for providing LTELs with equitable access to the core curriculum and improving proficiency outcomes:</i></p> <ul style="list-style-type: none"> <li>• <i>An LTEL program must emphasize urgency, acceleration, and focus.</i></li> <li>• <i>School must address the distinct needs of LTELs.</i></li> <li>• <i>LTELs need both language development and literacy development.</i></li> <li>• <i>Language development and academic gaps must be addressed across the curriculum.</i></li> <li>• <i>An LTEL program should support home language development.</i></li> <li>• <i>LTELs need a rigorous curriculum.</i></li> </ul>

		<ul style="list-style-type: none"> <li>• <i>LTELs need invitation, support, and insistence that they become active participants in their own education.</i></li> <li>• <i>An LTEL program should recognize the importance of positive relationships between the students and school staff.</i></li> <li>• <i>An LTEL program should encourage full integration with other students and with the school.</i></li> </ul>
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MPS follows all federal and state laws in providing equal educational opportunities for ELs. MPS implements a consortium-wide English Learner Master Plan that outlines the following components of a strong program:

- A. *Identification of English Learners*
- B. *Assessment of English Learners*
- C. *Parent Notification*
- D. *Placement of English Learners*
- E. *Distance Learning Supports for English Learners*
- F. *Newcomers and Long Term English Learners*
- G. *Monitoring English Learner Progress*
- H. *Dually-Identified Students*
- I. *Reclassification of English Learners*
- J. *Assessing English Learners for the Risk of Reading Difficulties*
- K. *Staff Qualifications and Professional Development*
- L. *English Learner Advisory Committee*
- M. *English Language Development Program Evaluation*

#### **A. Identification of English Learners**

When a student enrolls at MPS, the school will request information regarding the primary language spoken at home through a Home Language Survey (HLS), as mandated by state and federal law. The purpose of the HLS is to determine if a language other than English is used in the student's home. Before completing this survey, parents will receive an explanation of its purpose, and be informed of the possibility that their child may be given an assessment to measure their English Language Proficiency (ELP). The student's cumulative file and CALPADS records will also be checked by office staff to determine the student's ELP status.

The HLS is made up of the following four questions:

1. What language did your child learn when he or she first began to talk?
2. What language does your child most frequently use at home?
3. What language do you (parent/guardian) most frequently use when speaking with your child?
4. Which language is most often spoken by the adults in the home?

The State Board of Education's approved guidelines for the HLS responses are as follows:

- If the answer to all four questions is "English" then the child is classified as "English Only" (EO) and will not be assessed for language proficiency.
- If the answer to any of the first three questions is a language other than English, then the student will be given an English language proficiency exam.
- If the answer to the fourth question is a language other than English, the student may be tested for ELP at the school's discretion.

Any student who is new to the CA public school system, who lists a language other than English on the above-noted HLS questions, will be tested for English Language Proficiency using the Initial English Language Proficiency Assessment for California (Initial ELPAC). The Initial ELPAC is only approved for administration to students in grades Kindergarten through Twelve. If a student is enrolled in Transitional Kindergarten (TK), they will not be administered the Initial ELPAC until their Kindergarten year.

Parent rights regarding the HLS are as follows:

- The parent may amend the HLS anytime. If the amendment is made before the student has taken the Initial English Language Proficiency Assessments for California (ELPAC), the student's classification will be adjusted to reflect the amendment. However, if the student has already taken the ELPAC, then the amendment will not affect the student's classification subsequently determined by the results of the ELPAC. An initial student who takes the ELPAC for ELP is classified as "To Be Determined" (TBD) until the official results are received.

The first HLS on file for a student supersedes all HLS forms completed at a later time. The answers on this initial HLS must be documented in the Student Information System (SIS). If the school has a reasonable doubt of a student's ELP, then that student may be tested to establish and provide evidence of proficiency. In these cases, a certificated staff member must document the reasons for ELPAC administration on the HLS. This annotation must be signed and dated by the school principal. Parents will then be informed by a certificated staff member of the student's assessment results and program placement.

### ***B. Assessment of English Learners***

**Assessment of Initial Students:** Students in grades Kindergarten through Twelve, whose ELP is "To Be Determined" according to their HLS (and with no other documentation of their English language designation available) will be tested using the Initial English Language Proficiency Assessments for California (Initial ELPAC).

The Initial ELPAC will be administered to these initial students within 30 calendar days of the beginning of the school year, or within two weeks if a student enrolls during the school year. Initial ELPAC assessments must be locally scored in order to determine the student's interim language classification and placement until official results are received. This interim information must be communicated to parents within 30 calendar days of the student's initial enrollment.

Parents will be notified again of the student's official test results, once they are received. The official score provided by the test vendor is the score used by the school to establish the student's ELP classification and placement.

Based on the initial student's performance on the Initial ELPAC, he/she may be classified as an English Learner (EL) or an Initial Fluent English Proficient (IFEP) student. If a student is classified as an IFEP student, he/she will not be eligible to receive EL services, and will receive instruction in a program designed for fluent English speakers. If a student is classified as an EL, he/she will receive both integrated and designated English Language Development. An EL student must also be assessed annually (with the ELPAC) until he/she meets the reclassification criteria established by MPS according to state law.

Students enrolled in Transitional Kindergarten (TK) programs are not eligible to be assessed using the Initial ELPAC, and will therefore continue to be classified as "To Be Determined" during the TK school year. EL Services, including both integrated and designated English Language Development will be provided to these students until such a time as they become eligible for the Initial ELPAC assessment to determine a formal ELP classification and placement during their Kindergarten school year.

Deleted: to

**Assessment of Annual Students:** Students who are classified as ELs will be tested annually using the Summative English Language Proficiency Assessments for California (Summative ELPAC). This ELP test will be administered during the Spring test administration window. Students who are assigned the Summative ELPAC must earn an overall score of four (4) in order to be considered eligible for Reclassification. Students who earn a score of three (3) or below on the Summative ELPAC will continue to be assessed annually. Students who are assigned the Summative Alternate ELPAC, as determined by the IEP team, must earn an overall score of three (3) in order to be considered eligible for Reclassification. Students who earn a score of two (2) or below on the Summative Alternate ELPAC will continue to be assessed annually.

**Assessment of Students with an IEP/504 Plan:** EL students on an active individualized education plan (IEP) or Section 504 plan will be assessed using the accommodations or modifications, for the current ELP exam as specified in their plan.

A domain exemption may be used if an English learner has a disability that precludes assessment of the student in one or more domains of the English language proficiency assessment such that there are no appropriate accommodations for the affected domain(s). Prior to determining a domain exemption, all appropriate accommodations should be made and determined to have been insufficient for the student to overcome the processing deficit and make progress in a particular domain. Evidence for the domain exemption must be submitted to and approved by the MPS Director of EL Programs and/or the MPS Director of Special Education Programs. Once approved, the domain exemption(s) must be identified in the student's individualized educational program (IEP) or Section 504 plan. For a student to be

assigned an Overall score, the student will need to be assessed in at least one domain for both the Oral and Written Language composites of the ELPAC.

If the student is determined to have the most significant cognitive disabilities (i.e. Intellectual Disabilities) and their primary language is other than English, then they should be assigned:

- the Initial Alternate ELPAC upon enrolling in a California school for the first time, or
- if they are already an English learner, the Summative Alternate ELPAC.

### **C. Parent Notification**

Parents of students who are administered the initial and annual ELPAC will receive notification of the following, within 30 calendar days of the start of the school year:

- A description of initial or annual ELP levels, and how they are determined
- Current language classification
- Program placement
- Instructional Program Options
- Reclassification Criteria
- For ELs with an IEP: A description of how the program placement will contribute to meeting the objectives of the IEP
- Graduation Rate for ELs (secondary schools)

Additionally, all students who are classified as LTELs or ARLTELs will receive notification of the following, within 30 calendar days of the start of the school year:

- A description of the qualifications for being considered a Long Term English Learner (LTEL) or At-Risk of becoming a Long Term English Learner (ARLTEL)
- A description of how the program placement will provide additional support to aid the student in making progress toward reclassification

All parent notification letters are certified by office staff and school leaders. This includes a list of notification recipients attached to each certification. Copies of notification letters are filed in each student's cumulative folder and the certification is filed in the Title III/EL Compliance folder maintained by the MPS EL Coordinator.

Prior to English proficiency testing, parents will also be informed of when their child will be tested, and how the test will be used to determine placement and reclassification.

Parents of ELs are always given the option to meet with a school administrator if they have questions regarding their child's assessment results, placement, or classification. Parents of ELs have the right to complete a waiver to remove their student from designated ELD courses; EL students will continue to receive EL supports and services, and will continue to be assessed annually until the student meets reclassification requirements. If signed, a waiver is applicable for one academic year only, and must be resubmitted to administration annually. Parents may not waive out of the annual summative ELPAC exam, as it is a state requirement for all students who are identified as English learners.

**D. Placement of English Learners - Structured English Immersion Program**

All MPS EL students participate in a Structured English Immersion (SEI) program. The U.S. Department of Education describes the goal of this program as “acquisition of English language skills so that the EL student can succeed in an English-only mainstream classroom. All instruction in an immersion strategy program is in English.” Within this SEI program, ELs are provided with daily designated and integrated English Language Development. Integrated ELD is provided to all ELs across all disciplines utilizing the frameworks and strategies outlined below. Designated ELD is also provided to all ELs, however instructional placement and support vary according to the students’ ELD level. All curriculum used within the SEI program has ELD components/resources that facilitate language acquisition. Additionally, Newcomers and Long Term English Learners receive supplemental services in the program as outlined below.

**Designated English Language Development:** Designated ELD is defined by the California ELD Framework as “a protected time during the regular school day when teachers use the CA ELD Standards as the focal standards in ways that build into and from content instruction in order to develop critical English language skills, knowledge, and abilities needed for content learning in English.” Designated ELD is not separate from the core subjects, but rather is integrated into daily instruction as a protected time which is focused on the ELD standards.

The following tables outline how designated ELD is delivered to EL students depending on their grade and ELD level.

**Elementary Designated ELD:** MPS elementary schools provide EL students with a minimum 30-minute block of designated English Language Development. Additionally, elementary schools may place their EL students in a supplemental class during the Silent Sustained Reading (SSR) period to provide additional, targeted support.

<b>Eligible Students</b>	<b>Program Description</b>
All ELD Levels (1-4)	<ul style="list-style-type: none"> <li>Elementary EL students receive a minimum of 30 minutes of designated ELD instruction in a protected block of time during the school day.</li> <li>This setting is designed to ensure that ELs receive appropriate supports to build their proficiency and also meet grade level standards across all content areas.</li> <li>Teacher differentiates language instruction based on ELD levels.</li> <li>Schools may provide this type of ELD through push-in or pull-out support, rotation stations, or coordinated groupings managed by the teacher and supported by a teacher’s aide.</li> </ul>

	<ul style="list-style-type: none"> <li>Primary curriculum used is the designated <b>ELD</b> component of McGraw Hill's <i>Wonders</i>, used in conjunction with supplemental programs such as English 3D, Write Brain Books, DuoLingo and BrainPop ESL.</li> </ul>
<b>Flexible program option: Supplemental ELD during Silent Sustained Reading period</b>	
All ELD Levels (1-4)	<ul style="list-style-type: none"> <li>Depending on the school site's EL population, an additional, supplemental ELD period may be provided to ELD levels 1-2 and/or levels 3-4. This period would take place during the school's 25 minute SSR period and would allow teachers to focus on language learning and domain areas of growth. <b>This supplemental class does not replace the 30 minute minimum required for all levels.</b></li> </ul>

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**Secondary Designated ELD:** Depending on the EL student's ELD level, he/she will be placed in either a designated ELD class, or will receive designated ELD in his/her core classes. The following program description is the minimum requirement for all MPS schools. Individual schools may elect to provide additional support to their English Learners, as long as it does not interfere with a student's overall academic enrichment, or require additional work and/or time (for example, a mandatory tutoring session outside of regular school hours).

<b>Middle School - Grades 6-8</b>	
<b>Eligible Students</b>	<b>Program Description</b>
ELD Levels 1-2 <i>ELs with "minimally" or "somewhat developed" proficiency in English</i>	<ul style="list-style-type: none"> <li>EL students who are ELD Levels 1-2 receive one period of designated ELD.</li> <li>Depending on the school's EL population and resources, this period of designated ELD may be a full class period or it may take place during the school's shorter SSR/Study Skills period.</li> <li>This setting is designed to ensure that ELs receive appropriate supports to build their proficiency and also meet grade level standards across all content areas.</li> <li>EL students will also receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught.</li> </ul>

	<ul style="list-style-type: none"> <li>Teacher differentiates language instruction based on ELD levels and proficiency descriptors.</li> <li>Primary curriculum used is the designated <b>ELD</b> component of McGraw Hill's StudySync ELA, used in conjunction with supplemental programs such as English 3D, DuoLingo, No Red Ink, and Inside.</li> </ul>
ELD Levels 3-4 <i>ELs with "moderately" or "well developed" proficiency in English</i>	<ul style="list-style-type: none"> <li>EL students who are ELD Levels 3-4 receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught.</li> <li>Depending on the school's EL population and resources, EL students who are ELD Levels 3-4 may also receive an additional period of designated ELD, which may be a full class period or it may take place during the school's shorter SSR/Study Skills period.</li> <li>This setting is designed to ensure that ELs continue to progress towards proficiency, continue to meet grade level content standards, and reclassify in a timely manner.</li> <li>Teacher differentiates language instruction based on ELD levels and proficiency descriptors.</li> <li>Core teachers work with the site-level EL coordinator and dean of academics to determine which domains each student should focus on in order to reclassify.</li> <li>Primary curriculum used is the designated <b>ELD</b> component of McGraw Hill's StudySync ELA, used in conjunction with supplemental programs such as English 3D, Inside, No Red Ink, and Kate Kinsella's Academic Vocabulary Toolkit.</li> </ul>

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<b>High School - Grades 9-12</b>	
<b>Eligible Students</b>	<b>Program Description</b>
ELD Levels 1-2 <i>ELs with "minimally" or "somewhat</i>	<ul style="list-style-type: none"> <li>EL students who are ELD Levels 1-2 receive one period of designated ELD during the school's SSR period or Study Skills class. This ELD class will not interfere with a student's A-G requirements.</li> </ul>

<p><i>developed” proficiency in English</i></p>	<ul style="list-style-type: none"> <li>• EL students will also receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught.</li> <li>• This setting is designed to ensure that ELs receive appropriate supports to build their proficiency and also meet grade level standards across all content areas.</li> <li>• Teacher differentiates language instruction based on ELD levels.</li> <li>• Primary curriculum used is the designated <u>ELD</u> component of McGraw Hill’s StudySync ELA, used in conjunction with supplemental programs such as English 3D, DuoLingo, No Red Ink, and Edge.</li> </ul>
<p>ELD Levels 3-4 <i>ELs with “moderately” or “well developed” proficiency in English</i></p>	<ul style="list-style-type: none"> <li>• EL students who are ELD Levels 3-4 receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught.</li> <li>• Depending on the school’s EL population and resources, EL students who are ELD Levels 3-4 may also receive an additional period of designated ELD, which may be a full class period or it may take place during the school’s shorter SSR/Study Skills period. If offered, this additional ELD class will not interfere with a student’s A-G requirements.</li> <li>• This setting is designed to ensure that ELs continue to progress towards proficiency, continue to meet grade level content standards, and reclassify in a timely manner.</li> <li>• Teacher differentiates language instruction based on ELD levels.</li> <li>• Core teachers work with the site-level EL coordinator and dean of academics to determine which domains each student should focus on in order to reclassify.</li> <li>• Primary curriculum used is the designated <u>ELD</u> component of McGraw Hill’s StudySync ELA curriculum, used in conjunction with supplemental programs such as English 3D, DuoLingo, No Red Ink, and Edge.</li> </ul>

***Integrated English Language Development:***

Integrated ELD is defined by the California ELD Framework as “ELD instruction provided throughout the day and across the disciplines. Teachers with English Learners use the ELD standards in addition to their focal English language arts/literacy and other content standards to support the linguistic and academic progress of English Learners.”

At MPS, teachers use SDAIE strategies (Specially Designed Academic Instruction in English), and the CHATS framework (see explanation of acronym below), to support integrated ELD across all content areas. Teachers are provided with professional development on how to provide integrated ELD to their students, how to apply the CA ELD standards, and how to use SDAIE strategies and the CHATS framework. This training is ongoing and provided by both MPS staff and third-party vendors. Additionally, site-level EL Coordinators provide regular training to teachers of ELs, which includes showcasing specific strategies for differentiating and integrating ELD into the content area classroom.

***About the CHATS Framework:*** Teachers will receive training on a research-based, field-tested framework for supporting EL growth in content and language. This framework was developed by Dr. Persida Himmele and Dr. William Himmele, two educators who have extensive and successful experience with ELs. Their framework is carefully broken down in the book *The Language Rich Classroom* and is “meant to empower teachers who haven’t been formally trained in ESL with planning tools that make content comprehensible to their English language learners,” while “providing ELs with opportunities to build up their academic language” in the content classroom. All MPS teachers will have access to this book, and will be consistently trained to use CHATS strategies. Although CHATS was developed for ELs, it is beneficial to all learners. The framework is made up of components that are broken up into five areas around the acronym:

- C – Content Reading Strategies
- H – Higher Order Thinking Skills
- A – Assessment
- T – Total Participation Techniques
- S – Scaffolding Strategies

This framework is designed to work in mixed, multilingual classrooms and the book provides resources and examples of how teachers can use each component in their planning.

***E. Distance Learning Supports for English Learners***

In situations where Distance Learning is required (whether full-time or within a hybrid in-person model), all English Learners will continue to receive both Designated and Integrated ELD, as outlined above, and as explained in the MPS Distance Learning Guides and Protocols. All core class teachers provide Integrated ELD, while students receive Designated ELD in their ELA classes. EL level 1 and 2 students receive an additional Designated ELD course. These courses continue to be offered virtually during any distance learning. Additionally, all EL students have access to their teachers, as well as the school site EL Coordinator and EL Paraprofessionals, via tutoring and/or office hours, email, Google Classroom, and virtual live class sessions. Teachers are provided with ongoing professional development to support meeting the needs of

ELs during Distance Learning, including but not limited to: English Learner Support Strategies, Designated ELD, and Addressing the Needs of LTELs. Finally, each school site has designated SEL Leaders, Mentors, and Homeless/Foster Liaisons, who will reach out to families of EL students to provide additional support and services during Distance Learning, as needed.

#### ***F. Newcomers and Long Term English Learners***

**Newcomers:** A newcomer is defined as a child or youth (ages 3-21) who was not born in any state and has not attended school in any state for more than three full academic years. At MPS, newcomers are identified upon enrollment in our Student Information System, and are carefully monitored by school leaders, coordinators, and teachers. Depending on the student's English language proficiency, he/she may be placed in a designated ELD class, where he/she will have an opportunity to build on foundational English language skills, as well as practice vocabulary and key concepts learned in his/her core classes. In addition to using the designated component of the McGraw Hill curriculum, a newcomer student will have access to language learning programs such as DuoLingo and Rosetta Stone, as well as BrainPop ESL, No Red Ink, and NewsELA. When possible, MPS will strive to obtain tutors that speak the student's native language to help build on prior knowledge, and provide additional clarification and support. Newcomers at MPS will have access to additional academic support through optional morning and after-school tutoring, Saturday school, and summer school.

Newcomers are expected to make progress in their ELP of one level per year at MPS. Newcomers are carefully monitored for growth by the site-level ELD Coordinator. Newcomers are assessed at the beginning of the school year for ELP and also for proficiency in their native language via a writing sample and through interview questions. If it is determined that additional academic or instructional support is needed, the site-level ELD Coordinator will work with school leaders and the MPS Coordinator to determine which programs, curriculum, or supports may be needed.

Newcomer students also receive targeted social-emotional support at MPS schools. Newcomer students and their parents are provided with a more personalized orientation (in their native language if possible) regarding school routines, school attendance, school schedule, the role of school personnel, uniform policy, using the library, emergency drills, and other topics determined by MPS staff. Some other social-emotional supports that are provided to newcomers at MPS schools are: class cohorts and being paired up with a peer that speaks their language (when possible) for in-class support and clarification, a safe space for the student to recess and eat lunch (for example, a classroom, the office, etc. if the student feels overwhelmed or stressed), frequent check-ins from teachers and school leaders to ensure that the student is adjusting and feels comfortable in his/her new environment, immediate response by school staff to bullying or discrimination, informal support activities that provide newcomer students with opportunities to speak informally in his/her native language, and encouraging newcomer students to participate in after-school clubs and sports. Newcomer families will also be invited to attend our Parent College Program, and will be provided with resources for helping their child improve literacy at home in their native language.

**Long Term English Learners:** A Long Term English Learner (LTEL) is defined as an English learner (EL) student to which all of the following apply:

- (1) is enrolled in any of grades 6 to 12, inclusive; and
- (2) has been enrolled in a U.S. school for six years or more; and
- (3) has remained at the same English language proficiency level for two or more consecutive prior years, or has regressed to a lower English language proficiency level, as determined by the English Language Development test (ELPAC); and
- (4) for students in grades 6 to 9, inclusive, has scored at the "Standard Not Met" level on the prior year's administration of the CAASPP-ELA.

MPS is committed to providing these students with the support that they need to reclassify by thoroughly assessing their academic data and providing structured and targeted ELD instruction based on their needs and areas of growth.

All LTELs at MPS are placed in rigorous courses designed to meet their college readiness requirements. They receive grade-level instruction that is taught using differentiated strategies, and are placed with English proficient students in core and elective courses.

At the beginning of the school year, school leaders and site-level EL coordinators will determine who their LTEL students are, and mark them in the student information system. They will review redesignation data, and determine what has prevented the student from reclassifying (MAP score, ELP exam score, ELA grade, etc.). Domains of growth will be noted in their ELD portfolios. This information is then shared with teachers and a plan of action is created to facilitate each student's growth and proficiency. If the student has an IEP, language goals and objectives will be carefully reviewed and incorporated into the plan.

LTELs (who are Levels 3 and 4; Levels 1 and 2 are enrolled in a separate designated ELD class) enrolled in an MPS middle school that offers specialized "Power English" courses may be placed in this course for one semester (at the school's discretion). This class will not replace designated or integrated ELD. This class will provide an additional focus on oral and academic language development and English literacy. It will also provide students with an opportunity to practice skills in preparation for the ELPAC. At the end of the semester, each student's progress will be assessed (ELA grades, summative assessments, MAP scores, and writing samples) to see if adjustments or additional supports are needed.

LTELs enrolled in an MPS high school will receive ongoing, individualized support from the site-level EL Coordinator. Data will be reviewed and the student will work with the coordinator to create a plan of action and next steps, in order to facilitate and expedite their reclassification. If the student also has an IEP, the on-site special education professional will work with the coordinator to review language and ELD goals, and determine appropriate instructional modifications and supports.

In addition to the above-mentioned supports, MPS schools will focus on the following universal strategies for improving academic outcomes for LTEL students:

- Ensure that students understand the reclassification process and are provided with counseling about their individual data.
- Provide additional tutoring to help students understand their assignments, clarify notes, review concepts taught in class, and prepare for tests.
- Emphasize a school-wide focus on study skills and academic vocabulary (for example, universal note-taking strategies, Word of the Week, etc.).
- Provide frequent "check-ins" with students to ensure that they do not have questions or concerns.
- Incorporate relevant texts that affirm and allow students to make connections to their diverse cultures.
- Encourage participation in school clubs, sports, and events.
- Ensure that students have a safe space to relax, study, and speak with caring adults.

Pathways for Newcomers and LTELs will be evaluated by the MPS EL Coordinator every semester to determine whether or not adjustments need to be made and to ensure that both groups are making adequate progress.

#### **G. Monitoring English Learner Progress**

English Learners at MPS schools are monitored through ELD portfolios, which are maintained by the on-site EL Coordinator. ELD portfolios will contain the following documents:

- Copy of the most recent ELPAC exam scores
- Copy of the most recent MAP & SBAC scores
- Record of the most recent semester grade in ELA, and any notes/observations from the teacher
- Copies of all Parent Notification Letters mailed home
- Writing work samples from each semester (for example, copies of reports, essays, journals, etc.)
- Action plans and goals, as applicable

Supplemental templates and monitoring documents are available to all site-level coordinators in a shared Google folder. Additional monitoring forms and evidence may be added as needed to improve monitoring and outcomes.

Schedule for progress monitoring:

<b><i>Bi-weekly</i></b>	<b><i>Monthly</i></b>	<b><i>Semesterly</i></b>
<ul style="list-style-type: none"> <li>• Core teachers review current class grades and notify parents of ELs if their child is failing.</li> </ul>	<ul style="list-style-type: none"> <li>• School staff reviews and discusses relevant student data (during staff meetings, department meetings, etc.), including progress monitoring for RFEP</li> </ul>	<ul style="list-style-type: none"> <li>• Portfolio maintenance: Relevant scores, assessments, and work samples are collected and updated in each EL</li> </ul>

	students..	student's ELD portfolio.
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#### **H. Dually-Identified Students:**

In addition to the progress monitoring discussed above, students who are dually-identified as both EL and SPED will receive additional supports and monitoring to ensure growth in their language development. In practice and in agreement with the Castañeda standards, the Dually Identified student population of EL/SPED scholars will benefit from a program that utilizes researched based instructional practices. The program will monitor student outcomes with fidelity based on the scholars' ELD IEP goals in listening, speaking, reading and writing. The Site-Level EL Coordinator or ELD teacher will attend all IEP meetings for dually-identified students to ensure appropriate ELD goals are written into the IEP. These ELD goals will be in addition to the scholars' IEP goals addressing their specific areas of need based on their eligibility. Our SPED, ELA, and ELD team of instructors will monitor each students' progress toward IEP and ELD goal achievement and academic progress. Parents will be informed of this progress at least every six weeks in conjunction with progress reports and adjustments will be made to plans and program implementation as needed. Furthermore, the IEP team will determine any accommodations, modifications, or domain exemptions for the Summative ELPAC assessment, or the use of the Alternative Summative ELPAC assessment. If a dually-identified student is determined to require the Alternative Summative ELPAC assessment, and his/her disability also necessitates an alternative Basic Skills Assessment to determine eligibility for reclassification, that will also be identified in the students' IEP or Section 504 plan.

#### **J. Reclassification of English Learners**

MPS uses the four criteria in state law as guidelines in determining whether or not an English Learner should be reclassified as fluent English proficient: English language proficiency assessment, comparison of performance in basic skills, teacher evaluation, and input from parents. All reclassification criteria must be met and maintained within the current academic year, with the exception of Summative ELPAC/Summative Alternate ELPAC, SBAC/CAA, and NWEA MAP results, which must be the most recent results available. The established criteria for reclassification are as follows:

	Grades K-5	Grades 6-12															
English Language Proficiency Assessment	Summative ELPAC: Overall score of 4 Summative Alternate ELPAC: Overall score of 3																
Basic Skills Assessment	NWEA <u>MAP</u> : Performance level of Basic on the MAP reading test with a minimum Fall, Winter, or Spring score of:																
	<table><tr><td></td><td>Fall</td><td>Winter</td><td>Spring</td></tr><tr><td>Gr. 1</td><td>144</td><td>154</td><td>159</td></tr></table>		Fall	Winter	Spring	Gr. 1	144	154	159	<table><tr><td></td><td>Fall</td><td>Winter</td><td>Spring</td></tr><tr><td>Gr. 6</td><td>197</td><td>202</td><td>204</td></tr></table>		Fall	Winter	Spring	Gr. 6	197	202
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Gr. 12	212	213	214																																							
~OR~																																										
SBAC: ELA/Literacy score of 2 (Nearly Met) or above CAA: ELA/Literacy score of 2 (Nearly Met) or above																																										
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MPS approved ELA benchmark assessments: <b>Kindergarten-Grade 2</b> students may demonstrate basic skills mastery by achieving a Level 2 or score of 70% or above.																																										
Teacher Evaluation	Student achieves a passing grade (Level 2 or 70%) or above in both Reading and Writing. Applicable grades considered are the Semester 1 final grade and current semester grade at the time of reclassification.	Student achieves a grade of C (70%) or above in English Language Arts (ELA). Applicable ELA grades considered are the Semester 1 final grade and current semester grade at the time of reclassification.																																								
Parent Consultation	Parent/Guardian will be informed of the student's eligibility to Reclassify and the ongoing monitoring process that will continue for four (4) years. Notifications may be made via phone call, in-person or virtual/video meeting (i.e., Zoom), and/or parent letter. Parent/Guardian signatures will be collected to confirm that the consultation was held, and a copy will be placed in the students' cumulative folder and EL Portfolio.  The date on which the consultation was held will be the																																									

	official date of reclassification used for the SELA report and CALPADS reporting.
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Reclassified students are monitored for a period of four years by on-site ELD Coordinators. This is done to ensure that they have not been redesignated too early, and that they are successfully participating in the academic program without incurring deficits. Deans and coordinators monitor reclassified students' academic progress annually by reviewing benchmark scores, MAP and SBAC scores, and ELA grades. Follow-up services for students who do not demonstrate satisfactory progress include, but are not limited to: additional tutoring, counseling, and enrichment classes. The MPS EL Coordinator will follow up with each school to ensure that monitoring is taking place, and will assist the school with action planning for those students who are not making adequate progress.

J. All students in grades kindergarten through second grade, inclusive, will be assessed annually for the potential risk of reading difficulties, including dyslexia. MPS has adopted Multitudes as the approved screening instrument, which is available in both English and Spanish. This screening allows for early identification and intervention of reading difficulties, including dyslexia, for students in kindergarten to grade two. English Learners who do not speak sufficient English to be screened with an English-language instrument must be screened in their primary language. Detailed guidance and administration protocol are provided in the Administration Manual to support the determination of whether a student has the minimum English or Spanish language proficiency necessary for screening to be appropriate and valid. This includes information about necessary ELPAC levels for the English screener. If a student comprehends the directions and repeats at least three of the sentences, verbatim, they can proceed to screening. If a screening instrument is not available in at least one language in which the student is proficient, the student's risk for reading difficulties shall be evaluated through an analysis of the student's developmental history, educational history, and literacy progress, taking into account the student's home background and evolving English language abilities, including speaking, listening, reading, spelling, and writing, consistent with the California Dyslexia Guidelines. Components of Multitudes that do not require English language proficiency may be used in this evaluation. When the student acquires sufficient English language knowledge and fluency to be able to be screened using Multitudes, and is within grades kindergarten through second, the student will then be administered the Multitudes screener. The results of the screener shall not be used for any high-stakes purpose, including, but not limited to the reclassification of English learners.

#### **K. Staff Qualifications and Professional Development Plan**

The teachers and staff at MPS understand that all stakeholders need to work collaboratively to help improve learning outcomes and academic achievement for ELs. They also understand that ELs need access to challenging academic content through appropriately differentiated and scaffolded instruction. In order to facilitate rigorous ELD instruction, the following staff qualifications and plans for professional development are in place at MPS:

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**Staff Qualifications:** All MPS teachers providing academic instruction to EL students will hold a CLAD/BCLAD credential or other approvable CCTC certification authorizing them to teach English Language Learners. Outlined below are the duties of teachers, site-level EL Coordinators, and the MPS EL Coordinator.

MPS teachers will:

- Consistently implement with fidelity the ELD program and curriculum as outlined in the English Learner Master Plan.
- Provide daily integrated ELD instruction during core classes, aligned with the state ELD standards and using research-based strategies to ensure students are able to access grade level instruction and do not incur academic deficits.
- Provide daily designated ELD instruction during a protected block of time during the school day, aligned with the state ELD standards and using research-based strategies to ensure students are able to access grade level instruction and do not incur academic deficits.
- Attend all professional development and professional learning community sessions.
- Consistently monitor student progress on a weekly basis to ensure that EL students are making adequate progress towards proficiency and follow appropriate protocol if a student is falling behind.
- Maintain contact with the students' families and keep them updated on their child's progress.
- Work collaboratively with other staff members to encourage ELs and ensure that they have the tools and resources needed to be successful.

MPS ELD Teachers will do all of the above and:

- Consistently implement with fidelity the ELD program and curriculum as outlined in the English Learner Master Plan.
- Provide a safe, enriching learning environment for ELs, with ample opportunities to practice language acquisition.
- Use the prescribed, standards-based, state-approved curriculum to instruct ELs.
- Differentiate instruction based on ELD level and grade level.
- Provide opportunities for ELs to practice all four domains in each class period.
- Utilize supplemental resources to provide additional support.
- Create structured and predictable classroom routines.
- Create weekly lesson plans aligned to the ELD standards.

MPS Site-Level EL Coordinators will:

- Conduct classroom observations on a weekly basis to ensure integrated and designated ELD is occurring in all classrooms with ELs.
- Present an ELD strategy to teachers during weekly staff meetings.
- Create and maintain an ELD portfolio for each EL student to monitor and showcase progress.
- Regularly communicate with staff regarding the progress of ELs.
- Communicate on a regular basis with the MPS EL Coordinator and implement all

updates and compliance requests in a timely manner.

- Participate in monthly meetings with school leadership regarding the needs of ELs (for example, plan strategies for professional development, provide insight from classroom observations, discuss data, and recommend resources).
- Attend professional development relevant to ELs and share strategies and resources with teachers.

The MPS Director of EL Programs will:

- Maintain, evaluate, and improve the EL Master Plan and EL Program based on the observations, data, and feedback from each member school.
- Provide coaching, and professional development to all teachers of English learners (for example, provide integrated and designated ELD support, teacher training, coaching on effective ELD strategies, and model push-in support).
- Conduct lesson demonstrations and classroom observations/walk-throughs in order to help improve instruction delivered to ELs.
- Help teachers monitor the progress of ELs and reclassified students, and create appropriate interventions and action plans as needed.
- Assist site-level coordinators and staff with the development of action plans and appropriate supports for Long Term English Learners and Newcomers.
- Lead and train ELD Coordinators at each school site, including facilitate team meetings as well as coordinate the EL program strategic planning process.
- Oversee the adoption and implementation of the ELD curriculum.
- Oversee the Title III improvement plan, and any other Title III requirements.
- Attend EL-related professional development and share resources with teachers and school leaders.

Although the Director of EL Programs primary duty will be to provide the supplemental services outlined above, the Director of EL Programs will also work with the Chief Academic Officer, on-site EL Coordinators, and Office Managers to support schools with accountability. Some examples of how the consortium will hold member schools accountable are:

- Create Title III folders for each school site with a calendar of notifications, procedures for notifying parents of ELs, certifications for notices mailed, attendance sheets for PD and parent meetings/workshops, etc. The MPS Director of EL Programs will work with school leadership and on-site ELD Coordinators to ensure that folders are maintained and updated.
- The executive office manager will ensure and certify the timely submission of all CALPADS data pertaining to ELs.
- School leadership will certify the timely submission of all Title III notifications mailed to parents of ELs.
- The consortium Director of EL Programs will conduct regular classroom walk-throughs to ensure program fidelity.
- The consortium Director of EL Programs will support teachers with progress monitoring of ELs and provide a framework for progress monitoring.

**Professional Development Plan:** Professional development for teachers of English Learners will be extensive and ongoing at Magnolia Public Schools. Professional development specific to ELs will endeavor to improve ELD instruction, facilitate the ability of teachers and school leaders to successfully implement the EL program, and help improve English language proficiency and subject matter knowledge of ELs. For the 2018-2019 academic year, effective professional development will include:

- An ELD workshop for teachers at the MPS Summer In-Service.
- An overview of the EL Master Plan, including program placement, progress monitoring, and reclassification, presented to all MPS schools.
- Sessions dedicated to English Language Development (ELD) training for teachers at each MPS Teacher Symposium (Winter and Spring).
- ELD training and shared best practices at least once per month at the school-site level staff meetings.
- All core teachers will attend at least one third-party ELD training (this may be done off or on site...for example, attend a workshop offered by the county office, or hire a consultant to present to the staff on site).
- The MPS EL Coordinator will regularly attend high-quality professional development workshops and conferences, including a monthly Bilingual Directors' Meeting at the Los Angeles County Office of Education, and share resources and information with teachers and school leaders.
- When possible, site-level EL Coordinators will attend professional development sessions and meetings with the MPS EL Coordinator.
- The MPS EL Coordinator will host two (one per semester) trainings/meetings for the site-level EL Coordinators. These meetings will review ELD strategies, best practices, an assessment of EL data at each school site, and evaluate the effectiveness of the EL program.
- Regular updates regarding ELs and ELD will be provided to all MPS principals and deans during monthly meetings at the Home Office.
- The MPS EL Coordinator and MPS Math Coach will provide a workshop to math teachers that will support EL access across the curriculum.
- The MPS EL Coordinator and MPS Student Services director will provide resources to help teachers and school leaders support dually identified students.

#### **English Learner Advisory Committee**

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At MPS, all schools meeting the English Learner Advisory Committee (ELAC) requirements host meetings regularly throughout the school year. ELAC requirements are as follows:

Any school site with 21 or more English Learners must have a functioning English Learner Advisory Committee (ELAC) that meets the following requirements:

- Parent members are elected by parents or guardians of ELs.
- Parents of ELs make up at least the same percentage of the committee membership as their children represent the student body.
- The ELAC will be responsible for assisting in the development of the schoolwide needs

assessment, as well as helping to make parents aware of the importance of regular school attendance.

- The ELAC will advise the principal and staff in the development of a site plan for ELs and submitting the plan to the school site council for consideration of inclusion in the LCAP.

#### Purpose of the ELAC:

The following tasks are included in the function of every school's ELAC. They are:

- Advise the school principal and staff on the development of the LCAP.
- Advise the School Site Council on the school's program and goals for ELs.
- Conduct a school needs assessment for the school's program/services for ELs.
- Review and discuss ELPAC and reclassification data.
- Assist in making parents aware of the importance of regular school attendance.

The ELAC shall be responsible for the following tasks (from the California Department of Education):

- Advising the principal and staff in the development of a site plan for English learners and submitting the plan to the School Site Council for consideration of inclusion in the LCAP (formerly SPSA).
- Assisting in the development of the schoolwide needs assessment.
- Ways to make parents aware of the importance of regular school attendance.
- Each ELAC shall have the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC). Districts with 31 or more ELACs may use a system of proportional or regional representation.

#### Sample calendar for ELAC Meetings:

<i><b>September/October</b></i>	<i><b>November/December</b></i>	<i><b>January/February</b></i>	<i><b>March/April</b></i>
-Elect members -Review purpose of ELAC -Provide training and materials -Review most recent ELPAC and reclassification data -Review EL program and reclassification criteria	-Advise principal and staff/PAC on recommendations for LCAP -Review importance of regular school attendance	-Language Census review -Discuss and review progress monitoring for ELs	-Conduct a school needs assessment -Revisit recommendations for upcoming AY's LCAP

#### **M. English Language Development Program Evaluation**

In order to ensure that the appropriate modifications and improvements are made regularly to our ELD program, a comprehensive program evaluation will be completed annually by school

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leaders and ELD Coordinators. This is in addition to feedback provided by teachers and parents (ELAC). The MPS EL Coordinator will use this feedback to make program improvements and address concerns and areas of need. Evaluation documents will be maintained in the ELC's Google Drive.

**Pending Approval by the MPS Board on August 7, 2025.**

*The MPS EL Master Plan will be maintained in Google Drive and may be modified throughout the year. The MPS EL Coordinator will inform schools if any changes are made. If major program changes are made, the master plan will be re-submitted to the MPS Board for review.*

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## Coversheet

### Approval of EPI Construction to Provide Parking Lot Improvement Services for Magnolia Science Academy-1

**Section:** V. Action Items  
**Item:** G. Approval of EPI Construction to Provide Parking Lot Improvement  
Services for Magnolia Science Academy-1  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
V\_G\_EPI Construction to Provide Parking Lot Improvement Services MSA-1.pdf



Agenda Item:	V G: Action Item
Date:	August 7, 2025
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Patrick Ontiveros, General Counsel & Director of Facilities Mustafa Sahin Project Manager Katrina Jimenez, Assistant Project Manager
RE:	Approval of EPI Construction-MSA-1 Gym Parking Lot Restriping Project

1. **Action Proposed:**

MPS Staff recommends that the Board approve the contract amount of **\$14,699.04** with **EPI Construction** for the parking lot restriping project at Magnolia Science Academy 1 (**MSA-1**) gym site, located at 18140–18160 Sherman Way, Reseda, CA 91335.

2. **Purpose:**

The purpose of this proposed action is to approve the selection of **EPI Construction, Inc.** to provide parking lot improvement services for MSA1’s at 18140-18160 Sherman Way, Reseda CA 91335.

3. **Background:**

The existing gym parking lot at MSA-1 required repairs, fresh striping, new bumper installations, and ADA compliance upgrades in preparation for the upcoming school year. This work was time-sensitive, as the site is scheduled to host important back-to-school events such as Leadership In-Service Day, and generally before the return of staff and students.

Due to the urgency, staff issued a Notice to Proceed (**NTP**) to EPI Construction on **July 21, 2025**, authorizing work to begin while the Board approval was pending. EPI had recently completed a related the previous lot improvement project at MSA-1 (Peter Lee site), which was approved at the **June 12, 2025** Board Meeting. Their prior mobilization and familiarity with the site made them the most efficient and cost-effective choice.

Three proposals were reviewed from:

- Zingo Construction: \$44,750
- Aragon Asphalt Paving: \$40,000
- EPI Construction: \$14,699.04 (selected vendor)

The MPS Facilities Team carefully evaluated the scope and cost proposals from all three vendors and determined that EPI Construction’s proposal fully meets the site’s actual needs. EPI’s proposal reflected the most competitive pricing and a four-day work plan that aligned with the school’s operational needs.

EPI Construction’s scope includes:



- Removing asphalt at an existing trench and patching
- Applying one coat of slurry seal to the entire parking lot
- Installing 40 tire bumpers
- Striping the lot per the attached plan

In parallel, MPS Team is actively working with the City's Outdoor Skate Park and Ice Rink Project Team. This parking lot improvement project is an early phase of this larger vision, supporting the long-term goal of enhancing the site and surrounding area for the benefit of our school community and neighborhood.

EPI Construction's proposal is attached as **Exhibit A**.

#### 4. **Analysis & Impact:**

Approving this proposal ensures compliance with MPS's policies while recognizing the urgency of the site needs. Issuing the NTP allowed MPS to:

- Meet operational timelines for critical school events
- Leverage EPI's existing mobilization from their prior MSA-1 project

The completed work enhances safety, ADA compliance, and usability of the gym parking lot, directly supporting student and staff experience at the start of the academic year.

#### 5. **Budget Implications:**

The cost of the project will be covered using MSA-1 reserves. Based on the most recent financial projections, MSA-1 is expected to maintain a budget surplus and continue meeting all financial obligations for the 2025–26 school year.

The Finance Department will include this information into the school's budget projections and will update projections accordingly.

#### 6. **Exhibits:**

- **Exhibit A.** EPI Construction's Notice to Proceed and Proposal
- **Exhibit B.** MSA 1 GYM Parking Lot and MSA 1 Peter Lee Parking Lot Improvement Photos



## Exhibit A.

# EPI Construction's Proposal



Via Email

July 21, 2025

Colin Beal  
EPI Construction  
12345 Ventura Blvd, Suite H  
Studio City, CA 91604

Re: Notice to Proceed – Magnolia Science Academy 1, Parking Lot Striping Project at 18242 Sherman Way APN 2125-036-099

Dear Colin:

EPI Construction provided Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) with a proposal to do a parking lot striping project at Magnolia Science Academy—1’s gymnasium. EPI’s proposal is attached as Exhibit A. MSA-1 has elected to accept EPI’s proposal subject to signing a final definitive agreement for the project after Board approval on August 7, 2025. This letter constitutes MPS’s Notice to Proceed with the projects while Magnolia and Zingo negotiate in good faith final definitive agreements on AIA® Document A105™ – 2017 Standard Short Form of Agreement Between Owner and Contractor.

This Notice to Proceed is effective immediately, and authorizes EPI to commence with the project in accordance with EPI’s proposal. Until such time as the definitive agreements are signed and delivered by both parties, MPS shall make payments, and EPI shall perform according to the proposal on a time and material basis. Should the parties fail to finalize and sign definitive agreements, MPS reserves the right to terminate EPI’s service.

Should you have any question concerning this Notice to Proceed, please do not hesitate to contact me.

Sincerely,

Magnolia Educational & Research Foundation dba  
Magnolia Public Schools

By: Alfredo Rubalcava  
Name: Alfredo Rubalcava  
Title: CEO and Superintendent



Exhibit A

EPI Construction Proposal

**PROJECT:** Magnolia Grading Project  
**18140-18160 Sherman Way**  
**Reseda, Ca. 91335**

**EPI Construction Inc.**  
 Owner's Change Order

**PROJECT MANAGER:** Colin Beal  
**DATE:** July 11, 2025

**EPI Job #:** 25-018  
**CHANGE ITEM #** **PCO 001**

**Description of Work:**

- 1 Remove asphalt at existing trench at south of Lot and patch
- 2 Apply one coat of Slurry Coat to existing parking lot per attached plan
- 3 Provide and install 40 tire bumpers
- 4 Stripe per attached plan

**Schedule Impact: N/A**

NO.	BILL ITEM:	DESCRIPTION	EPI COST CODE	UNIT COST					TOTAL
				LABOR	MATERIAL	EQUIP.	OTHER	SUB	
1		Asphalt Paving	02-8701					12888.00	12,888.00
2		Additional Slurry Coat	02-8701					680	680.00
3									0.00
4									
5									
6		General Conditions	01-0000						1,250.00
7		EPI Fee (8%)	20-0994						1,131.04
<b>TOTAL CHANGE TO CONTRACT AMOUNT:</b>									<b>14,699.04</b>

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

**SUBMITTED BY:****APPROVED BY:***Colin Beal*

7/11/2025

Colin Beal, EPI Construction Inc.

Date

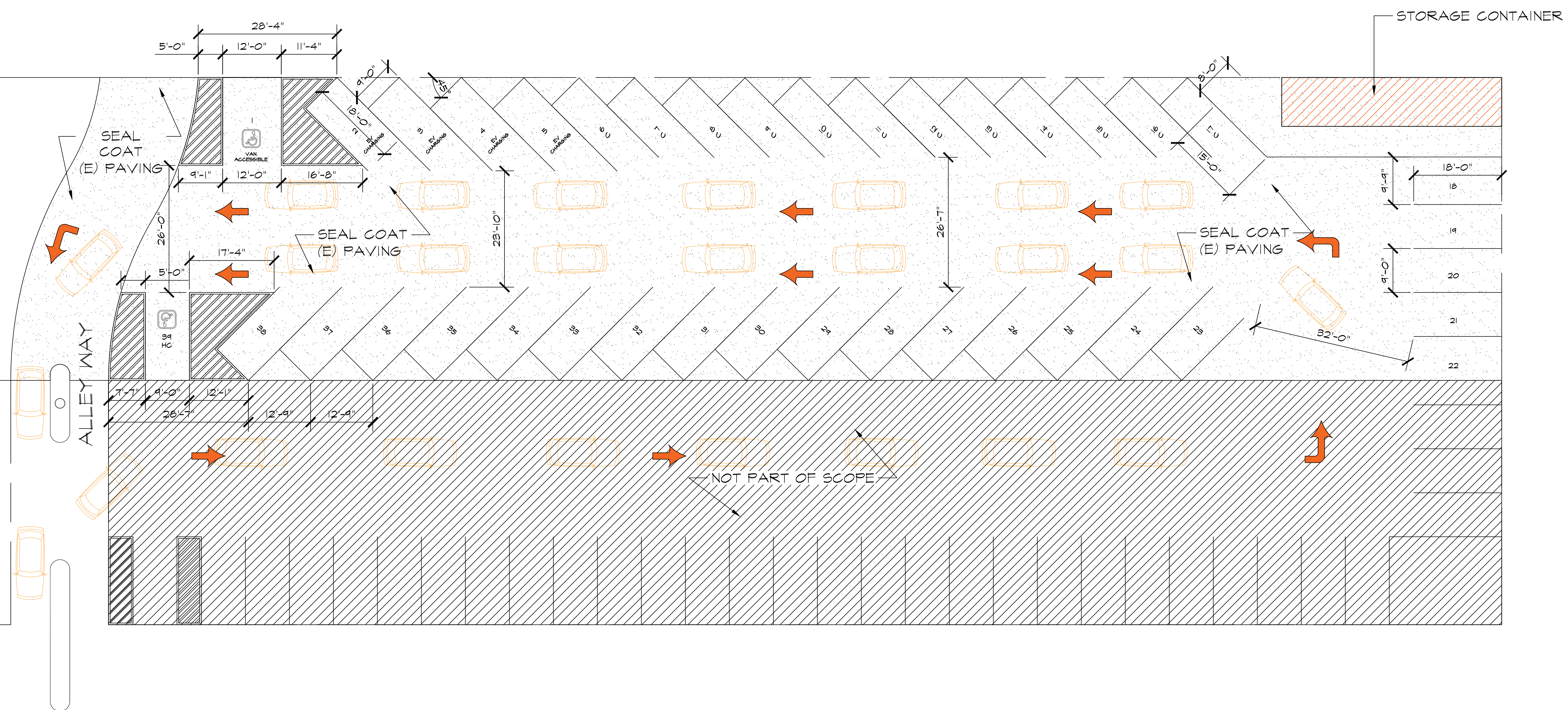
Date

LOT AREA:

18,437 S.F.

## PARKING TABULATION

VAN HANDICAP:	1 PARKING
HANDICAP:	1 PARKING
EV CHARGER:	4 PARKING
STANDARD:	21 PARKING
COMPACT:	12 PARKING
TOTAL PARKING:	39 PARKING



**EPI**  
CONSTRUCTION

MAGNOLIA PUBLIC SCHOOL  
PARKING AND RESTRICTIONS

18242 SHERMAN WAY  
RESEDA, CA 91355

## REVISIONS

[illegible]

SITE PLAN / PARKING  
LAYOUT

## SITE PLAN / PARKING LAYOUT

SCALE: 1/8" = 1'-0"



## Exhibit B.

# MSA 1 GYM Parking Lot and MSA 1 Peter Lee Parking Lot Improvement Photos



**MSA 1 Gym Parking Lot (Before):**





**MSA 1 Gym Parking Lot (After):**





**MSA 1 - Peter Lee Parking Lot (Before):**



**MSA 1 Peter Lee Parking Lot (After):**



# Coversheet

## Approval of the Revised General Employee Evaluation Protocol

<b>Section:</b>	V. Action Items
<b>Item:</b>	H. Approval of the Revised General Employee Evaluation Protocol
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	V_H_Revised General Employee Evaluation Protocol.pdf



<b>Agenda Item:</b>	V H: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	David Yilmaz, Chief Accountability Officer
<b>RE:</b>	Approval of the Revised General Employee Evaluation Protocol

### **Action Proposed:**

I move that the Board approve the revised General Employee Evaluation Protocol.

### **Purpose:**

MPS is in the process of revamping our employee evaluation protocols to better align evaluations with job descriptions and provide targeted support, coaching, and professional development. Based on extensive feedback from our staff and school leaders, we propose simplifying the current general employee evaluation protocol by consolidating ten areas of general employee evaluation into five clearly defined areas. The advantages of this change will be discussed in the following sections.

### **Background:**

MPS has completed a comprehensive revision of the General Employee Evaluation Framework used for non-teaching and non-leadership staff, including classified employees at school sites and Home Office staff. The previous framework was organized around ten separate evaluation areas aligned to the MPS core values of Excellence, Innovation, and Connection. While thoughtful and thorough, the framework had become difficult to manage in practice due to its length and the volume of detailed indicators, which often overlapped across categories.

#### *Original General Employee Evaluation Areas*

### **GENERAL STAFF:**

#### ***Employee Performance on the MPS Core Values***



Excellence:

1. **Area 1.** Effectiveness
2. **Area 2.** Efficiency
3. **Area 3.** Ethics & Professionalism
4. **Area 4.** Professional Growth

Innovation:

5. **Area 5.** Information Literacy & Technology Skills
6. **Area 6.** Critical Thinking & Problem Solving
7. **Area 7.** Initiative & Creativity

Connection:

8. **Area 8.** Communication
9. **Area 9.** Collaboration & Collegiality
10. **Area 10.** Community & External Context

*Revisions to be Adopted by the Board*

The revised framework consolidates the ten original areas into **five streamlined and focused evaluation areas**, each still grounded in MPS's core values, but the structure and language have been updated to better reflect the diverse responsibilities and professional expectations of our general staff.

1. **Job Knowledge & Execution** (Excellence)
2. **Continuous Improvement & Initiative** (Innovation)
3. **Communication & Collaboration** (Connection)
4. **Community & Educational Partner Engagement** (Connection)
5. **Professionalism & Ethical Conduct** (Excellence)

**Analysis:**

Each area includes a clear focus statement and example indicators that highlight transferable professional skills such as time management, adaptability, cultural responsiveness, collaboration, and integrity. The new structure avoids job-specific tasks and instead emphasizes the behaviors and mindsets that reflect MPS's values across a wide range of roles.

As part of the update process, we:

- Consolidated overlapping areas to eliminate redundancy



- Improved the flow and clarity of example indicators
- Added a brief focus statement to each domain to guide interpretation and coaching
- Included supervisor-specific indicators within relevant domains to support differentiated expectations for staff in leadership roles

The revised framework emphasizes transferable skills such as professionalism, collaboration, initiative, communication, and ethical responsibility—without getting into role-specific duties. It is designed to be applicable across a wide range of staff positions and will support evaluations, self-assessments, goal-setting, and coaching conversations throughout the year.

**Impact:**

By simplifying the framework, we have created a more usable and implementation-friendly tool that supports meaningful conversations between staff and supervisors during evaluations, goal-setting, coaching, and check-ins. This revision ensures clarity, alignment, and consistency across departments, while honoring the diverse contributions of all MPS staff.

Looking ahead, the People & Culture department will re-evaluate the framework in the coming years to explore opportunities for job-specific differentiation (e.g., for office managers, IT staff, janitorial staff, etc.). In the meantime, we recommend moving forward with this updated, universal version for all general staff.

**Exhibits:**

1. MPS General Employee Evaluation Protocol: ALL DOCUMENTS



# **GENERAL EMPLOYEE EVALUATION PROTOCOL**

Last Amended: 8/7/25

## MAGNOLIA PUBLIC SCHOOLS (MPS) GENERAL EMPLOYEE EVALUATION PROTOCOL

### Introduction

The vision of Magnolia Public Schools (MPS) is that our graduates commit to building a more peaceful and inclusive global society by transforming traditional ideas with creative thinking, effective communication, and the rigor of science. It is MPS' mission to provide a safe and nurturing community using a whole-child approach to provide a high-quality, college preparatory STEAM educational experience in an environment that cultivates respect for self and others. All MPS employees are expected to learn, grow, and commit to the vision and mission of MPS within their roles and responsibilities. The successful work of MPS employees can only be realized in a culture where there is learning, open and honest communication, teamwork, use of data, and accountability. The MPS evaluation process is designed to contribute to the organization's pursuit of excellence in education.

### The Purposes of the Evaluation

MPS firmly believes that employee quality is one of the most important variables in increasing student achievement. The evaluation process helps the employee and the evaluator(s) build on the strengths of the employee and identify those areas the employee needs improvement to become more effective and efficient at his/her job. Performance evaluation allows the evaluators and the employee to communicate openly about performance, mutually establish goals and identify actions for progress, and evaluate results which may provide a basis and documentation for transfer, promotion, reassignment, or disciplinary action.

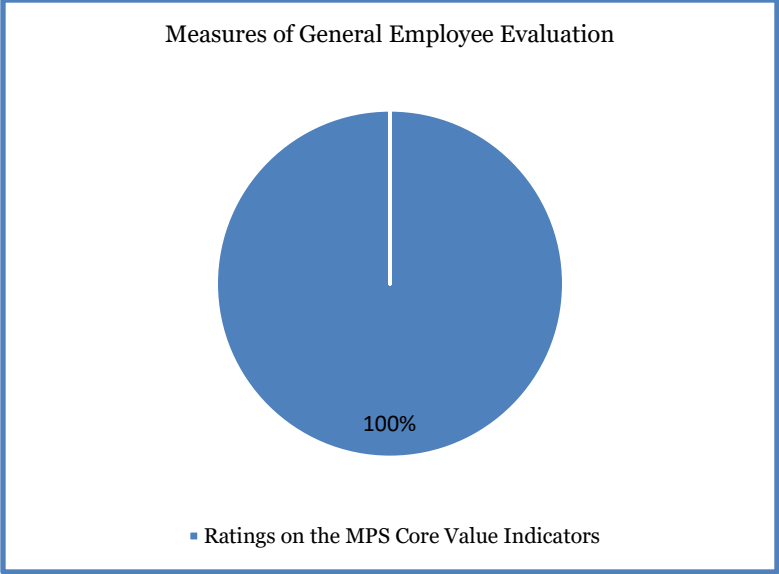
### The Evaluation Process

MPS will use multiple measures to make a reliable employee evaluation. These measures include employee self-assessment and goals for the year as they should align with the organizational goals as well as the growth goals of the employee, Local Control and Accountability Plan (LCAP) metrics as they relate to the employee's duties and responsibilities, job-specific functions and skills, student, family, and staff feedback, and more. Using multiple measures will provide better insight and reliability than using only one measure. All these measures will be used to supplement and inform the employee's evaluation on the "MPS Core Value Indicators."

The MPS Core Value Indicators identify what skills and behaviors an employee must demonstrate to move into sustainable, effective practice. They are a set of broad skills and behaviors that are the foundation for success in the 21<sup>st</sup> century. The annual evaluation process involves frequent informal observations and feedback for the employee, collection of evidence to foster collaboration with the employee, and goal setting and monitoring. This process is supplemented by student, family, and staff feedback through surveys, and performance on the LCAP metrics and school/organizational goals. A positive learning environment is one of the greatest determinants of student achievement. Therefore, each MPS employee is expected to make an impact within his or her role and contribute to the positive learning environment at MPS. By incorporating student and school performance into employee evaluation, MPS wants to keep student performance at the focus of our daily work. MPS will use the following weights for each measure to determine an end-of-year overall rating.

Measure	Percentage
Employee Performance on the MPS Core Value Indicators	100%

Employee goals, job-specific functions and skills, student, family, and staff feedback, performance on the LCAP metrics and school/organizational goals, etc., will be used to supplement and inform the employee’s evaluation on the “MPS Core Value Indicators.”	Not assigned a separate percentage
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### End-of-Year Overall Evaluation Rating

Evaluators will use the measures described above to determine the final score earned by the employee on their end-of-year overall performance evaluation. As can be seen in the table below, depending on the overall performance score, the employee will receive an end-of-year overall evaluation rating of 1 (Ineffective), 2 (Developing), 3 (Effective) or 4 (Highly Effective).

Overall Performance	Overall Evaluation Rating	Rating Descriptor
3.50 – 4.00	<b>4: Highly Effective (HE)</b>	Employee consistently demonstrates behaviors reflective of the MPS Core Values that are above and beyond stated expectations. Employees who perform at this level exceed goals and targets established for student performance and survey data indicates high levels of satisfaction. A Highly Effective rating means that the only areas for growth would be to expand on the strengths and find innovative ways to apply it to the benefit of the school(s). Specific comments (i.e., evidence, explanation) are required for rating an employee as Highly Effective. A Highly Effective rating means that performance is excellent. The employee is a top performer in all areas of MPS core value indicators, 21 <sup>st</sup> century skills, job performance, student achievement, and progress in the perception of others.
2.50 – 3.49	<b>3: Effective (E)</b>	Employee demonstrates behaviors reflective of the MPS Core Values most of the time and meets goals and any targets established for student performance and survey data. The indicator of performance delivered when rating one as Effective is that performance is satisfactory and similar to that of others regarded as good performers. While there are areas remaining that require further development to be considered an excellent performer, an Effective classification is indicative of a valued employee.
1.50 – 2.49	<b>2: Developing (D)</b>	Employee sometimes demonstrates behaviors reflective of the MPS Core Values and meets some of the goals and targets established for student performance and survey data. A Developing rating indicates that the employee performs well at times but requires more consistent performance overall. Employee demonstrates potential but must focus on opportunities for improvement to elevate his/her performance on the indicators.
1.00 – 1.49	<b>1: Ineffective (I)</b>	Employee rarely demonstrates behaviors reflective of the MPS Core Values and meets few goals and targets for student performance and survey data. The demonstrated performance of this employee requires intervention. A rating of Ineffective indicates that performance is unsatisfactory, and the employee requires significant improvement. Specific comments (i.e., evidence, explanation) are required when applying this rating.

## Evaluation Calendar

The following table outlines the steps of the evaluation process with a recommended timeline.

Timeline	Forms/Documents	Evaluation Steps
August	MPS General Employee Evaluation Protocol  MPS General Staff Evaluation Framework (Core Value Example Indicators)  Self-Assessment Form  Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> <li>At the beginning of the school year, the evaluators will provide the employee with the evaluation protocol, including the evaluation framework with example indicators for general employee evaluation, forms for self-assessment, and goal setting and progress monitoring.</li> </ul>
September	Self-Assessment Form  Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> <li>During August/early September, every employee will complete a self-assessment to identify his/her strengths, evidence of meeting core value indicators, and areas for improvement or refinement for each area of employee evaluation.</li> <li>Based on his/her areas for improvement or refinement and information gathered from artifacts and other sources, the employee will meet with the evaluators and set two or three goals for the school year, at least one of which should be linked to an organizational goal, e.g., a goal in LCAP, SIP, WASC or another organizational plan.</li> </ul>
December-January	Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> <li>The employee will meet with the evaluator mid-year to discuss progress toward achieving their annual goals, and if necessary, adjustments to action plans to achieve goals by the end of the school year. The evaluator will determine whether the employee is making acceptable progress toward goal attainment. Depending on accomplishment of the goals set at the beginning of the school year, the employee may set additional goals.</li> <li>Evaluators may develop an improvement plan with the employees who need to elevate their performance on the evaluation areas or are not making acceptable progress toward goal attainment. The Goal Setting &amp; Progress Monitoring Form can be used for this purpose.</li> </ul>
March-May	Goal Setting & Progress Monitoring Form	<ul style="list-style-type: none"> <li>Every employee will meet with the evaluators to discuss progress/completion of goals. Employees will document their progress on their goals, and if necessary, adjust action plans. In addition, the employees and the evaluators will discuss possible</li> </ul>

		new goals for the next school year.
By May 1	Summative Assessment Form  Evaluation Summary Page	<ul style="list-style-type: none"> <li>▪ For each employee, the evaluators will assign a rating on each area of evaluation on the Summative Assessment Form.</li> <li>▪ For each employee, the evaluators will enter an end-of-year overall evaluation rating into the Evaluation Summary Page.</li> <li>▪ Evaluators will share the completed evaluation forms with each employee. Forms include Evaluation Summary Page and the Summative Assessment Form.</li> </ul>

The above timeline is recommended to the MPS evaluators to ensure timely completion of all steps of the evaluation process. Evaluators can be flexible with the timeline without compromising the fundamental design of the process.

## Measures of Employee Evaluation:

### Employee Performance on the MPS Core Values

MPS has embraced the following core values as an organization: Excellence, Innovation, and Connection. These core values are reinforced in our education program through the SEL/Life Skills curriculum, student learning goals, and all school activities:

#### ***Excellence***

Magnolia students will exhibit the desire to pursue knowledge and greatness and to contribute original and provocative ideas in a learning environment, in diverse settings, and as a catalyst to future academic knowledge. We foster academic excellence through project-based, “real-world” learning using a constructivist/project-based approach, Culturally and Linguistically Responsive Teaching, blended learning and tech-fluency development through integrated technology across subjects, student portfolio that are personalized to their path and interests, individualized scheduling models, assessments of and for learning and academic discourse, and opportunities for acceleration including dual enrollment college courses in high school. All of this prepares students for 21st century demands. As they grow and develop, students learn where and how to access the needed information and supports to advance their academic pursuits and societal contributions. Students demonstrate their mastery and excellence in their learning outcomes based on the MPS core competencies, with a specific focus on:

***Literacy with a Learner’s Mindset*** for Magnolia students is to demonstrate a depth of knowledge and literacy in multiple subject areas with a learner’s mindset to make informed decisions. Students will overcome challenges by developing a positive attitude and belief about learning, embracing curiosity to experience new ideas, and sustaining the desire to learn, unlearn, and relearn. Students will achieve Excellence in the classroom and society as a result of both their mastery of content knowledge and skills across academic subjects, and an ingrained perspective that there is no ceiling to what can be learned – and that knowledge itself can be mutable as people continue to iteratively research and discover how the world works.

***Critical Thinking*** is demonstrated by Magnolia students as they problem solve by identifying, evaluating, and prioritizing solutions to difficult or complex situations, and implementing and reflecting critically on a solution. Students will achieve Excellence as a result of distilling problems to their root causes using multiple sources and perspectives, designing solutions that align to said root causes and adequately address them, and while considering the cost-benefit impact of potential solutions based on community input. To develop excellence in research, project artifacts, and presentations, students will also learn to apply the essential skill of discernment for the reliability, validity, quality, and value of sources and content.

#### ***Innovation***

Students will have the freedom to choose how and what they learn and demonstrate it as a public display of excellence. Individualized scheduling, including A-G planning done each year in high school grades, early identification of learning styles, personalities, interests, and college/career plans support students’ matriculation and college and career readiness. This includes student participation in the planning of their educational experience, enrichment and acceleration programs, engaging STEAM program choice options,

individualized and blended (tech-based) learning programs, differentiated educational experiences, extended learning options, electives, contests and competitions, clubs, teams, and adaptive assessments.

***Creativity*** for Magnolia students is to have the freedom within our innovative model to demonstrate originality, imagination, and new ways of thinking critically and independently. Students will transcend traditional ideas, rules, patterns, and relationships to create and convey new or meaningful ideas, methods, or interpretations. Through STEAM-themed interdisciplinary learning, local and national academic and STEAM competitions, mentoring, STEAM clubs, college and career instructional field trips, students will be motivated to pursue 21st century careers. Innovation will occur through student voice and choice in what they learn, adapted teaching based on student interests and personal assets, and freedom and variety in how mastery of content knowledge and skills is demonstrated.

***Adaptability*** for Magnolia students is to demonstrate flexibility when acclimating to various roles and situations. Students will work effectively in a local, national and global climate of ambiguity and changing priorities, demonstrating agility in thought and action. They will understand, negotiate, and balance diverse views and beliefs to reach workable solutions, responding productively to feedback, praise, setbacks, and criticism. MPS' educators continuously adapt to student data, differentiating learning. Magnolia students will understand that fluidity is necessary to be responsive to an unpredictable and dynamic world, as well as diverse sources of input and feedback.

### ***Connection***

Magnolia school communities are integrated partnerships with the school site staff, families, students, and all other stakeholders. This sense of connection creates a safe place for all learners and stakeholders to affirm individual strengths, celebrate character, provide academic support through mentorship and internship, and promote unity and better decision-making through the implementation of restorative justice practices. Additionally, community cultivates identity and gives each member a sense of belonging and pride. MPS utilizes home visits, stakeholder surveys, field trips, life skills classes, and coaching to support our overall community-based goals. We implement a "community schools" approach and work with community partners to establish mentoring relationships and other social capital to support our students' development of personal and academic networks for long-term resilience and connection.

***Effective Communication*** for Magnolia students is to articulate thoughts and ideas effectively using oral, written, and non-verbal communication skills in a variety of forms and contexts, for a range of purposes and audiences. Students will also demonstrate empathy through awareness, sensitivity, concern, and respect for others' feelings, opinions, experiences, and culture. Students will create true, authentic Connection by listening fully to others' perspectives and experiences, accurately reflecting back input, and expressing themselves clearly and accurately.

***Global Citizenship*** for Magnolia students is to contribute to making the world a better place. Students will understand the world and its complexities, value and embrace diverse cultures and unique perspectives through mutual respect and open dialog, cultivate compassion, and take action in building more peaceful and inclusive environments. Students will develop the social and emotional skills needed to compete in a global society, including having a growth mindset, being

resilient, reflective, and demonstrating grit, self-respect and good character. These traits are crucial to not only for enrolling in and completing college, but also for developing and contributing their original ideas in a workplace environment. Underlying the effective exercise of the Global Citizenship competency is Connection – specifically, an orientation towards understanding the diverse cultures of the world, acknowledging the effort to understand others.

MPS reinforces our core values not only in the education program but also in the work environment and in our employees' practices. MPS has identified what skills and behaviors an employee must demonstrate to move into sustainable, effective practice. We have organized these sets of broad skills and behaviors that are the foundation for success in the 21st century into **five** broad areas under our core values:

### **Excellence**

- Job Knowledge & Execution
- Professionalism & Ethical Conduct

### **Innovation**

- Continuous Improvement & Initiative

### **Connection**

- Communication & Collaboration
- Community & Educational Partner Engagement

The indicators in each area delineate skills, behaviors, and employee action. They are examples of how a 21<sup>st</sup> century employee might demonstrate the MPS core values within his or her practice. The indicators are not intended to be a comprehensive or required list of employee behaviors, rather they are examples of practice that illustrate the intent of the core value and area. MPS will adapt the indicators in a variety of ways to guide and support employees from preparation through levels of increasingly accomplished practice within their roles.

The annual evaluation process at MPS involves frequent informal observations and feedback for the employee, collection of evidence to foster collaboration with the employee, and goal setting and monitoring. MPS will use an online tool to record and share notes, feedback, evidence, forms, evaluation results, and all other related documentation. The tool can be used by both the employee and the evaluator in respect of their roles. Informal observations can be conducted by the school administrators as well as the MPS Home Office support team and other professionals.

The employee being evaluated will take the lead in conducting the evaluation process using self-assessment, reflection and by gathering evidence for employee practice. The evaluator will collect evidence in specific areas. Collaborative use of evidence and reflection will provide a basis for self-assessment, goal setting, professional development, and demonstration in specific areas and expectations. The evaluator and the employee will meet mid-year to discuss progress toward annual goals, and if necessary, any adjustment to action plans. The evaluator and the employee will meet toward year-end to discuss progress or completion of goals and possible new goals for the next school year.

After completion of the evaluation process, each employee will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) in each core value area based on the Employee's Performance on the MPS Core Values. The final score will be the end-of-year overall performance score of the employee. Depending

on the overall performance score, the employee will receive an end-of-year overall evaluation rating of 1 (Ineffective), 2 (Developing), 3 (Effective) or 4 (Highly Effective).

#### Rating of Employee Performance on the MPS Core Values

The MPS Core Value indicators are organized into five areas. The indicators are examples of practice that illustrate the intent of the core value in that area. MPS has adapted the indicators in a variety of ways to guide and support employees within their roles. (See Attachment: **MPS General Staff Evaluation Framework for Core Value Example Indicators for General Employee Evaluation.**) These indicators provide both a rubric for employee performance and a roadmap for improvement. During informal observations the evaluator(s) will provide the employee with bite-sized, focused, constructive, and critical feedback. Employee will be provided more comprehensive feedback on the core value areas during goal setting and monitoring meetings. Before the completion of the evaluation process, each employee will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) for each of the core value areas. The following table shows the five Core Value Areas to be rated by the evaluators.

<b>Area 1: Job Knowledge &amp; Execution</b>	<b>CORE VALUE: EXCELLENCE</b>
<b>Focus:</b> Demonstrating mastery of responsibilities, consistent performance, strong organization, and effective use of resources.	
<b>Area 2: Continuous Improvement &amp; Initiative</b>	<b>CORE VALUE: INNOVATION</b>
<b>Focus:</b> Embracing growth, creative problem-solving, and independent learning to drive improvement and innovation.	
<b>Area 3: Communication &amp; Collaboration</b>	<b>CORE VALUE: CONNECTION</b>
<b>Focus:</b> Communicating clearly and respectfully, engaging diverse perspectives, and building effective working relationships.	
<b>Area 4: Community &amp; Educational Partner Engagement</b>	<b>CORE VALUE: CONNECTION</b>
<b>Focus:</b> Building positive, purposeful relationships with families, community members, and external organizations to support MPS's mission.	
<b>Area 5: Professionalism &amp; Ethical Conduct</b>	<b>CORE VALUE: EXCELLENCE</b>
<b>Focus:</b> Upholding integrity, work ethic, accountability, and professional standards—even in the face of challenges.	

Examples of indicators for each area can be found in *Attachment: MPS General Staff Evaluation Framework*. Here is an example:

Area 2: Continuous Improvement & Initiative	CORE VALUE: INNOVATION
<b>Focus:</b> Embracing growth, creative problem-solving, and independent learning to drive improvement and innovation.	
<b>Example Indicators:</b> <ul style="list-style-type: none"> <li>▪ Establishes purposeful professional goals and seeks mentorship for areas of growth.</li> <li>▪ Demonstrates curiosity and enthusiasm for learning new skills or perspectives.</li> <li>▪ Attends professional development and applies new learning to practice.</li> <li>▪ Reads, researches, or networks to stay current in one's field or area of work.</li> <li>▪ Reflects regularly on performance, identifies ways to improve, and acts on feedback.</li> <li>▪ Seeks out new challenges and opportunities for leadership, growth, or innovation.</li> <li>▪ Demonstrates resourcefulness and creativity in problem-solving and workflows.</li> <li>▪ Generates original or useful ideas to improve work, systems, or outcomes.</li> <li>▪ Adapts quickly and constructively to change or ambiguity.</li> <li>▪ Works independently and takes initiative without being prompted.</li> <li>▪ Supports the learning and development of colleagues by sharing tools or expertise.</li> <li>▪ <b>Supervisors:</b> Encourages a culture of learning, supports team growth goals, and models continuous improvement.</li> </ul>	

It is important to note that specific feedback to the employee in each area provides better focus for professional practice and growth. The observers and the evaluators are encouraged to pinpoint strengths and areas for improvement based on the indicators. However, a rating will be provided for the core value area, not for each indicator. Indicators describe a specific feature of the core value, and the employee is expected to meet or exceed the core value area indicators as a whole. There is variation among school systems and organizations in their approach to rating core value areas versus specific tasks in the employees' job descriptions. MPS actively seeks feedback from our employees and evaluators to implement an efficient and effective system that helps with both *measuring employees* and *supporting their growth*.

MPS will base 100 percent of employee's end-of-year overall evaluation on performance on the MPS Core Value Areas. Each employee will receive a rating of 1 (Below Standard), 2 (Approaches Standard), 3 (Meets Standard) or 4 (Exceeds Standard) for each of the five areas. Then the ratings will be averaged to provide an overall performance rating for the employee as described below. The following table describes the ratings that will be used to rate each area.

Rating	Points	Rating Descriptor
Exceeds Standard	<b>4</b>	Employee <u>consistently</u> demonstrates <u>all</u> indicators reflective of the area of evaluation of the MPS Core Values. Employee performance in the area of evaluation is excellent.
Meets Standard	<b>3</b>	Employee demonstrates a <u>majority</u> of the indicators reflective of the area of evaluation of the MPS Core Values <u>most of the time</u> . Employee performance in the area is very good. However, there are indicators remaining that require further development to be considered an excellent performer in this area.
Approaches Standard	<b>2</b>	Employee <u>sometimes</u> demonstrates the indicators reflective of the area of evaluation of the MPS Core Values. Employee performs well at times but requires more consistent performance overall. Employee demonstrates potential but must focus on opportunities for improvement to elevate his/her performance in this area.
Below Standard	<b>1</b>	Employee <u>rarely</u> demonstrates the indicators reflective of the area of evaluation of the MPS Core Values. The demonstrated performance of this employee is unsatisfactory and requires intervention and significant improvement. Specific comments (i.e., evidence, explanation) are required when applying this rating.

The following table outlines the overall evaluation rating breakdown.

Overall Evaluation Rating	Range for Overall Rating
4 - Highly Effective (HE)	3.50 – 4.00
3 - Effective (E)	2.50 – 3.49
2 - Developing (D)	1.50 – 2.49
1 - Ineffective (I)	1.00 – 1.49

**Attachments:**

The following are attachments referenced in the MPS General Employee Evaluation Protocol.

- MPS General Staff Evaluation Framework (*Five Areas with Core Value Example Indicators*)
- MPS General Employee Self-Assessment Form
- MPS General Employee Goal Setting & Progress Monitoring Form
- MPS General Employee Summative Assessment Form
- MPS General Employee Evaluation Summary Page

## MPS GENERAL STAFF EVALUATION FRAMEWORK

**Example Indicators Aligned to Core Values**

The following indicators illustrate how MPS employees may demonstrate our core values—Excellence, Innovation, and Connection—in their day-to-day work. These are not exhaustive or prescriptive lists of behaviors, but examples of professional practices that reflect the intent of each value.

This framework focuses on broad professional skills and competencies, rather than job-specific functions. It is designed to be flexible and relevant across a wide range of roles at MPS. Because each employee may hold a unique set of responsibilities depending on site-specific needs or organizational structure, these indicators should not be interpreted as job descriptions.

The framework may be used to guide self-assessment, goal-setting, coaching, and regular check-ins throughout the year. It is intended to support growth-oriented dialogue between employees and their supervisors and to recognize the many ways staff contribute to MPS's mission.

Area 1: Job Knowledge & Execution	CORE VALUE: EXCELLENCE
<b>Focus:</b> Demonstrating mastery of responsibilities, consistent performance, strong organization, and effective use of resources.	
<b>Example Indicators:</b> <ul style="list-style-type: none"> <li>▪ Demonstrates deep understanding of job duties, responsibilities, and content knowledge.</li> <li>▪ Understands relevant standards, procedures, and best practices; applies them accurately.</li> <li>▪ Consistently produces accurate, high-quality work with close attention to detail.</li> <li>▪ Uses time efficiently, meets deadlines, and manages multiple responsibilities effectively.</li> <li>▪ Maintains an organized workspace and keeps records, materials, and systems in order.</li> <li>▪ Prioritizes tasks, anticipates needs, and manages non-routine challenges with professionalism.</li> <li>▪ Makes sound decisions about use of budget, materials, supplies, and other resources.</li> <li>▪ Understands departmental and organizational goals and aligns work accordingly.</li> <li>▪ <b>Supervisors:</b> Delegates effectively, defines team roles and responsibilities, sets clear expectations, and monitors progress toward shared goals.</li> </ul>	
Area 2: Continuous Improvement & Initiative	CORE VALUE: INNOVATION
<b>Focus:</b> Embracing growth, creative problem-solving, and independent learning to drive improvement and innovation.	
<b>Example Indicators:</b> <ul style="list-style-type: none"> <li>▪ Establishes purposeful professional goals and seeks mentorship for areas of growth.</li> <li>▪ Demonstrates curiosity and enthusiasm for learning new skills or perspectives.</li> <li>▪ Attends professional development and applies new learning to practice.</li> <li>▪ Reads, researches, or networks to stay current in one's field or area of work.</li> </ul>	

- Reflects regularly on performance, identifies ways to improve, and acts on feedback.
- Seeks out new challenges and opportunities for leadership, growth, or innovation.
- Demonstrates resourcefulness and creativity in problem-solving and workflows.
- Generates original or useful ideas to improve work, systems, or outcomes.
- Adapts quickly and constructively to change or ambiguity.
- Works independently and takes initiative without being prompted.
- Supports the learning and development of colleagues by sharing tools or expertise.
- **Supervisors:** Encourages a culture of learning, supports team growth goals, and models continuous improvement.

### Area 3: Communication & Collaboration

### CORE VALUE: CONNECTION

**Focus:** Communicating clearly and respectfully, engaging diverse perspectives, and building effective working relationships.

#### ***Example Indicators:***

- Communicates clearly, respectfully, and professionally in verbal, written, and digital formats.
- Listens actively and shows openness to others' ideas and input.
- Responds promptly and professionally to emails, calls, and meeting requests.
- Maintains open, consistent communication with colleagues and educational partners.
- Helps others develop ideas and ensures all voices are heard in discussions.
- Participates actively in teams, contributing ideas with reliability and follow-through.
- Collaborates well in diverse groups; seeks inclusive solutions and honors multiple perspectives.
- Demonstrates cultural humility and respect in cross-cultural communication and teamwork.
- Uses appropriate technology and media to enhance communication and support team collaboration.
- **Supervisors:** Creates a culture of clear communication, inclusive collaboration, and team accountability.

### Area 4: Community & Educational Partner Engagement

### CORE VALUE: CONNECTION

**Focus:** Building positive, purposeful relationships with families, community members, and external organizations to support MPS's mission.

#### ***Example Indicators:***

- Builds and maintains respectful, collaborative relationships with families and community partners.
- Engages educational partners in meaningful ways that support student and organizational success.
- Participates in public- or community-facing events or efforts that promote MPS's mission and impact.
- Identifies and leverages external resources or networks to support students, staff, or programs.
- Advocates for equity and access in education and community support.
- Seeks opportunities to strengthen visibility, alignment, or support for the organization.
- Engages with external leaders or stakeholders to stay informed about broader educational trends.
- When aligned with role responsibilities: Attends MPS board or Home Office meetings, collaborates with oversight agencies, or participates in policy or compliance efforts that support the organization.

<ul style="list-style-type: none"> <li>▪ <b>Supervisors:</b> Represents the organization in external settings, nurtures key partnerships, and encourages team participation in community engagement efforts.</li> </ul>	
<b>Area 5: Professionalism &amp; Ethical Conduct</b>	<b>CORE VALUE: EXCELLENCE</b>
<b>Focus:</b> Upholding integrity, work ethic, accountability, and professional standards—even in the face of challenges.	
<b>Example Indicators:</b> <ul style="list-style-type: none"> <li>▪ Demonstrates integrity, honesty, and accountability in all professional responsibilities.</li> <li>▪ Upholds ethical and legal standards, including responsible use of social media and compliance with professional conduct expectations.</li> <li>▪ Follows MPS policies and procedures and models high standards of trust and respect.</li> <li>▪ Maintains professional appearance and is punctual, dependable, and consistent.</li> <li>▪ Stays composed under pressure; does not allow personal issues to negatively impact performance.</li> <li>▪ Maintains confidentiality and handles sensitive issues with discretion and care.</li> <li>▪ Approaches work with energy, enthusiasm, and a willingness to take on additional responsibilities.</li> <li>▪ Sustains long-term effort toward goals, even when faced with setbacks.</li> <li>▪ Contributes to a positive, respectful, and inclusive workplace culture.</li> <li>▪ <b>Supervisors:</b> Models professionalism in all interactions, addresses performance issues constructively, and fosters a climate of ethical and accountable behavior.</li> </ul>	

Together, these five evaluation areas reflect the diverse and essential ways MPS staff contribute to our collective success. By grounding evaluation in our core values—Excellence, Innovation, and Connection—we honor the professionalism, creativity, and dedication of our team members while supporting ongoing development.

This framework is not only a tool for assessment—it is a shared language for growth, alignment, and impact across all roles in the organization.

MPS GENERAL EMPLOYEE SELF-ASSESSMENT FORM

Employee Information:

Name: _____	School: _____
Present School Assignment: _____	Years at School: _____

Use this form for personal reflection about your professional practice to identify your strengths and areas for improvement or refinement. Evidence your strengths and highlight key areas for improvement or refinement based on your reflection of data gathered from artifacts and other sources. Indicate data source and identified data patterns or trends corresponding to your strengths and areas for improvement or refinement. This process will later help you identify data-driven, targeted professional growth goals. This tool should be used at the beginning of the year, mid-year, and toward the end of the school year.

<b>Area 1: Job Knowledge &amp; Execution</b>	<b>CORE VALUE: EXCELLENCE</b>
<b>Focus:</b> Demonstrating mastery of responsibilities, consistent performance, strong organization, and effective use of resources.	
<b>Strengths and Evidence:</b>	<b>Areas for Improvement or Refinement:</b>
<b>Area 2: Continuous Improvement &amp; Initiative</b>	<b>CORE VALUE: INNOVATION</b>
<b>Focus:</b> Embracing growth, creative problem-solving, and independent learning to drive improvement and innovation.	
<b>Strengths and Evidence:</b>	<b>Areas for Improvement or Refinement:</b>

<b>Area 3: Communication &amp; Collaboration</b>	<b>CORE VALUE: CONNECTION</b>
<b>Focus:</b> Communicating clearly and respectfully, engaging diverse perspectives, and building effective working relationships.	
<b>Strengths and Evidence:</b>	<b>Areas for Improvement or Refinement:</b>
<b>Area 4: Community &amp; Educational Partner Engagement</b>	<b>CORE VALUE: CONNECTION</b>
<b>Focus:</b> Building positive, purposeful relationships with families, community members, and external organizations to support MPS's mission.	
<b>Strengths and Evidence:</b>	<b>Areas for Improvement or Refinement:</b>

Area 5: Professionalism & Ethical Conduct	CORE VALUE: EXCELLENCE
<b>Focus:</b> Upholding integrity, work ethic, accountability, and professional standards—even in the face of challenges.	
<b>Strengths and Evidence:</b>	<b>Areas for Improvement or Refinement:</b>

## MPS GENERAL EMPLOYEE GOAL SETTING &amp; PROGRESS MONITORING FORM

**Employee Information:**

Name: _____	School: _____
Present School Assignment: _____	Years at School: _____

Use this form for setting professional growth goals and documenting progress toward accomplishment of the goals. This tool should be used at the beginning of the year (*e.g., during August-September*), mid-year (*e.g., during December-January*), and toward the end of the school year (*e.g., March through May*).

Beginning of the year:

The employee will use this form for goal-setting following the self-assessment process. Based on his/her areas for improvement or refinement and data gathered from artifacts and other sources, the employee will set two or three goals for the school year, at least one of which should be linked to an organizational goal, e.g., a goal in LCAP, SIP, WASC or other organizational plan. The goals, as well as activities to accomplish the goals, outcomes and timeline, will be reviewed by the evaluator prior to the beginning work on the goals. The evaluator may suggest additional goals as appropriate.

Mid-year:

The employee will meet with the evaluator mid-year to discuss progress toward achieving their annual goals, and if necessary, adjustments to action plans in order to achieve goals by the end of the school year. The evaluator will determine whether the employee is making acceptable progress toward goal attainment. Depending on accomplishment of the goals set at the beginning of the school year, the employee may set additional goals.

Toward end-of-year:

The meeting toward the end of the school year will focus on goal attainment and completing the evaluation process. In addition, the employee and the evaluator will discuss possible new goals for the next school year.

Legend:

- *N: Not progressing or level of progress is not acceptable*
- *P: Progress is at acceptable level*
- *A: Goal is accomplished.*

<b>GOAL #</b> _____		<b>Area:</b> <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	
<b>Goal:</b>		<b>Outcomes (Measurement):</b>	
Linked to: <input type="checkbox"/> LCAP <input type="checkbox"/> SIP <input type="checkbox"/> WASC <input type="checkbox"/> Other plan			
<b>Key Activities/Strategies:</b>		<b>Timeline for measuring goal outcomes:</b>	
<b>Progress:</b>		<b>Revised Action Plan: <i>(if applicable)</i></b>	
<b>Mid-year comments by evaluator:</b> <input type="checkbox"/> N <input type="checkbox"/> P <input type="checkbox"/> A		<b>Year-end comments by evaluator:</b> <input type="checkbox"/> N <input type="checkbox"/> P <input type="checkbox"/> A	

Employee's Signature: \_\_\_\_\_

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

Evaluator's Signature: \_\_\_\_\_

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

## MPS GENERAL EMPLOYEE SUMMATIVE ASSESSMENT FORM

**Employee Information:**

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

Present School Assignment: \_\_\_\_\_ Years at School: \_\_\_\_\_

The evaluator will use this form as a summative assessment of the employee's performance in each area of evaluation. Observations, formal discussions of performance, and other relevant evidence have been considered in determining the ratings for the employee.

Area 1: Job Knowledge & Execution	CORE VALUE: EXCELLENCE
<b>Focus:</b> Demonstrating mastery of responsibilities, consistent performance, strong organization, and effective use of resources.	
<b>Rating:</b> <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1  <b>Evaluator Comments / Recommended Actions for Improvement or Refinement:</b>          	
Area 2: Continuous Improvement & Initiative	CORE VALUE: INNOVATION
<b>Focus:</b> Embracing growth, creative problem-solving, and independent learning to drive improvement and innovation.	
<b>Rating:</b> <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1  <b>Evaluator Comments / Recommended Actions for Improvement or Refinement:</b>          	

<b>Area 3: Communication &amp; Collaboration</b>	<b>CORE VALUE: CONNECTION</b>
<b>Focus:</b> Communicating clearly and respectfully, engaging diverse perspectives, and building effective working relationships.	
<b>Rating:</b> <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	
<b>Evaluator Comments / Recommended Actions for Improvement or Refinement:</b>	
<b>Area 4: Community &amp; Educational Partner Engagement</b>	<b>CORE VALUE: CONNECTION</b>
<b>Focus:</b> Building positive, purposeful relationships with families, community members, and external organizations to support MPS's mission.	
<b>Rating:</b> <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	
<b>Evaluator Comments / Recommended Actions for Improvement or Refinement:</b>	

<b>Area 5: Professionalism &amp; Ethical Conduct</b>	<b>CORE VALUE: EXCELLENCE</b>
<b>Focus:</b> Upholding integrity, work ethic, accountability, and professional standards—even in the face of challenges.	
<b>Rating:</b> <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	
<b>Evaluator Comments / Recommended Actions for Improvement or Refinement:</b>	

**Note:** The employee's signature on this form represents neither acceptance nor approval of the evaluation. It does, however, indicate that the employee has reviewed the evaluation with the evaluator and may reply in writing. The signature of the evaluator verifies that the evaluation has been reviewed and the proper process has been followed according to MPS employee evaluation policies.

Employee's Signature: \_\_\_\_\_

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

Evaluator's Signature: \_\_\_\_\_

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

## MPS GENERAL EMPLOYEE EVALUATION SUMMARY PAGE

**Employee Information:**

Name: \_\_\_\_\_ School: \_\_\_\_\_  
 Present School Assignment: \_\_\_\_\_ Years at School: \_\_\_\_\_

Ratings of Employee Performance on the MPS		
Core Value Areas:		
1: Below Standard, 2: Approaches Standard, 3: Meets Standard, 4: Exceeds Standard		
Core Value / Area		Rating: (1-4)
Excellence	<b>Area 1:</b> Job Knowledge & Execution	
Innovation	<b>Area 2:</b> Continuous Improvement & Initiative	
Connection	<b>Area 3:</b> Communication & Collaboration	
Connection	<b>Area 4:</b> Community & Educational Partner Engagement	
Excellence	<b>Area 5:</b> Professionalism & Ethical Conduct	
<b>Average:</b>		

Notes:

Employee's Overall Performance (Out of 4.00)

Employee's Overall Evaluation Rating (1-4)		
<input type="checkbox"/>	Highly Effective (HE)	3.50 – 4.00
<input type="checkbox"/>	Effective (E)	2.50 – 3.49
<input type="checkbox"/>	Developing (D)	1.50 – 2.49
<input type="checkbox"/>	Ineffective (I)	1.00 – 1.49

Employee's Signature: \_\_\_\_\_ Evaluator's Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** Employee's signature on this form represents neither acceptance nor approval of the evaluation. It does, however, indicate that the employee has reviewed the evaluation with the evaluator and may reply in writing. The signature of the evaluator verifies that the evaluation has been reviewed and the proper process has been followed according to the MPS General Employee Evaluation Protocol.

## Coversheet

### Approval of Selection of Vendor(s) for Special Education Instruction and Related Services

<b>Section:</b>	V. Action Items
<b>Item:</b>	I. Approval of Selection of Vendor(s) for Special Education Instruction and Related Services
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	V_I_SPED Instructional and Related Services Vendors.pdf



<b>Agenda Item:</b>	V I: Action Item
<b>Date:</b>	August 7, 2025
<b>To:</b>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
<b>From:</b>	Alfredo Rubalcava, CEO & Superintendent
<b>Staff Lead(s):</b>	Gokhan Serce, Chief Academic Officer
<b>RE:</b>	Special Education Instructional and Related Services RFP Winning Bidders Selection

**Action Proposed:**

I move that the Board approve the following companies to be added to the Magnolia Public Schools approved vendors list :

- Cross Country Education
- Maxim Healthcare
- Point Quest (old Edlogical)
- Specialized Therapy Solutions
- Total Education Solutions

**Purpose:**

All MPS schools require special education instructional and related services providers for their sites to deliver direct services as needed, depending on the services outlined in student IEPs (Individualized Educational Plans). The list of services and rates provided by each provider is below.



Service	Cross Country	EdLogical Rate	Maxim	Specialized Therapy Solutions	TES Rate
Adapted Physical Education	\$101.97	\$105.00	N/A	\$90.00	140
Assistive Technology	\$118.45	\$150.00	N/A	\$105.00	140
Audiologist (AUD)	\$175.10	\$168.00	N/A	\$200.00	N/A
Behavioral Aide (BA) / BII / Instructional Aide	N/A	\$48.00	\$35.00	\$70.00	62
Board Certified Behavior Analyst (BCBA)	\$119.48	\$122.00	N/A	\$130.00	131
Case Manager	\$119.48	N/A	N/A	\$145.00	127
Certified Nurse Assistant (CNA)	N/A	\$60.00	N/A	\$45.00	N/A
Certified Occupational Therapy Assistant (COTA)	\$83.95	\$80.00	N/A	\$75.00	N/A
Deaf and Hard of Hearing Teacher/Specialist (DHH)	\$129.78	\$122.00	N/A	\$110.00	N/A
DIS School Counselor	\$91.67	N/A	N/A	N/A	118
ERMHS	\$116.39	N/A	N/A	\$95.00	N/A
Instructional Assistant (IA)	N/A	\$42.00	N/A	\$45.00	N/A
Licensed Vocational Nurse (LVN)	N/A	\$78.00	\$65.00	\$55.00	N/A
Medical Assistant (MA)	N/A	\$60.00	N/A	N/A	N/A
Music Therapy	N/A	N/A	N/A	\$100.00	N/A
Occupational Therapy	\$122.06	\$134.00	N/A	\$94.00	132
Orthopedic Impairment Specialist (OI)	N/A	\$150.00	N/A	\$145.00	N/A
Physical Therapy Assistant (PTA)	N/A	\$80.00	N/A	N/A	N/A
Physical Therapy	N/A	\$135.00	N/A	\$103.00	150
Registered Nurse (RN)	\$123.60	\$110.00	\$80.00	\$95.00	153
Resource Specialist Teacher (RST)SAI direct services	\$104.00	\$100.00	N/A	\$94.00	103
School Administrator/Special Ed Coordinator (SA/SEC)/SPED Case Management and Assessment	\$174.00	\$220.00	N/A	\$145.00	127
School Psychologist / Mental Health Services	\$123.60	\$120.00	N/A	\$131.00	145
Speech and Language Therapy Assistant (SLPA)	\$83.95	\$80.00	N/A	\$75.00	N/A
Speech and Language Therapist (SLP) / Language and Speech	\$130.00	\$134.00	N/A	\$94.00	132
Translation Report Services (TRS)	\$100.00	\$94.00	N/A	N/A	N/A
Visually Impaired Specialist (VI)	N/A	\$150.00	N/A	\$145.00	N/A
Vision Therapy	N/A	N/A	N/A	\$170.00	N/A

### **Background:**

MPS is legally responsible for implementing IEPs and related services for students who qualify for special education. All MPS schools provide in-house academic support services for students with IEPs, and many campuses also offer in-house counseling services. However, only the Santa Ana campus currently provides in-house speech and language services. For all other related services identified in students' IEPs that are not available in-house—such as occupational therapy, behavior intervention, or speech services at other campuses—MPS utilizes outsourced providers to ensure students receive the support they are entitled to. In addition, depending on student caseload, staffing capacity, our schools periodically require outsourcing psycho-educational evaluations to comply with legal special education timelines. Finally, some of our students require nursing/health services for training and consultation related to diabetes,



seizures, and toileting needs. To maintain our legal responsibility to provide and deliver special education services for students identified with disabilities, we are seeking the services of outside service providers. All services of these companies will comply with federal, state, and local regulations for NPA service provision on school sites, including

- Proof of Certificate of Liability Insurance
- Completed Vendor Certification
- Fingerprinting, Clearances, and Mandated Trainings
- HIPPA/FERPA and related laws, including Student Online Personal Information Protection and Student Data Privacy Agreement.
- California Department of Education Non Public Agency (NPA) Certification

The MPS home office made sure the selected companies all comply with these requirements for compliance purposes. We also made the necessary reference checks to make sure the companies selected have a positive reputation, especially in the education sector.

### **Analysis:**

The RFP was posted on the MPS website on July 1, 2025. MPS received 5 responses by the RFP response deadline. The names of the companies responding to the RFP are as follows in alphabetical order: Cross Country Education, Maxim Healthcare, Point Quest (old Edlogical), Specialized Therapy Solutions, Total Education Solutions

We formed an Evaluation Committee consisting of the Chief Academic Officer and the Director of Special Education and Student Support Services to go over all of the submissions. We utilized the rubric explained in the RFP. The committee made the decision to have all 5 responding companies become approved vendors of the MPS to have a **pool** of multiple companies to serve our schools in case of need.

The committee did not only look at the pricing but to all of the services, the quality of offerings, the training they provide to their personnel who will serve on our campuses, and the services they provide to the schools they work with for compliance purposes. The school administrations will be independent to make their decisions based on the submitted paperwork, quality of services provided, the cost of the services of the companies, and we, as the academic special education team, will always be available for our school teams to assist them.



**Impact:**

- a. All of our existing MPS school sites regularly require some degree of outside service provision for students with IEPs.
- b. With the addition of our two new Orange County schools, we have greater access to more providers to support the needs and development of those schools and the students they serve.
- c. The last Special Education Instructional and Related Services RFP was conducted in 2019 and an updated RFP would be best considering the addition of new schools and the increasing special education needs at all school sites.

**Budget Implications:**

The 2025-26 Adopted Budgets for all MPS Schools were approved on June 26, 2025. The additional costs for special education related to students with IEPs have been incorporated into those budgets. While there are no substantial costs anticipated for these services, we expect some additional expenses associated with the opening of two new schools (MSA OC). Those additional expenses have been included in the 2025-26 Budgets as revisions for the school year.

We will review all enrollment projections, revenues, and expenditures and provide additional updates during the 2025-26 First Interim Report that will be presented to the Board in December 2025.

**Exhibits:**

- Cross Country Education RFP Package
- Point Quest (old Edlogical) RFP Package
- Specialized Therapy Solutions RFP Package
- Total Education Solutions RFP Package
- Maxim Healthcare RFP Package

Prepared for

# Magnolia Public Schools

Response to: Special Education Instructional & Related  
Services  
RFP#: 7-1-25

7/9/2025





7/9/2025

Gokhan Serce, Chief Academic Officer  
Magnolia Public Schools  
250 East 1st Street Suite 1500  
Los Angeles, California 90012

Re: Special Education Instructional & Related Services

Gokhan Serce,

On behalf of New Mediscan II, LLC dba Cross Country Education, thank you for the opportunity to continue serving as your workforce solutions partner, providing therapeutical and educational services on an as needed basis. As your current partner, we fully understand the scope of services and your expectations. We look forward to providing centralized, consistent, collaborative services to ensure a continued and long-tenured partnership.

Cross Country Education is a division of Cross Country Healthcare, founded in 1986, and a leader in healthcare and education staffing. Our division is educator-led and focused on student-centered workforce solutions. We work with more than 1,500 schools, and last year we filled 235,000 school-based shifts with special education professionals, substitute teachers, paraprofessionals, and school-based clinicians. And we proudly announce that Cross Country Education won ClearlyRated's 2023 Best of Staffing® Talent Satisfaction award for education staffing.

Our partners include School Districts, County Offices of Education, Charter Management Organizations, Single Charters, Early Education/Head Start, Non-Public Schools, and Private Schools. The professionals we place serve students ranging from preschool through 12th grade and transition-aged youth. Our experience with a diverse student base and clientele, including Local Education Agencies (LEAs) of all sizes, gives us a broad perspective from which we have built our expertise.

If you have questions or require additional information, please do not hesitate to contact me. My contact information is:

Meredith Darbyshire, Assistant Director of Operations  
[mdarbyshire@crosscountry.com](mailto:mdarbyshire@crosscountry.com)

Respectfully,

Signed by:  
 Kelly Hourigan 7/8/2025  
54A17A2BF7614AD...

Kelly Hourigan, Ed.D.  
VP Education, Cross Country Education  
818.491.3171  
[khourigan@crosscountry.com](mailto:khourigan@crosscountry.com)



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# 1. Company Overview

**a. Provide an overview of your company and services. Attach any relevant marketing materials and data sheets in the Appendices**

Cross Country Education serves schools exclusively. For nearly 20 years, we have focused on engaging with and understanding the needs of educational organizations. We provide special education support services, substitute teaching services, and school-based clinicians across the United States.

We have worked with more than 1,500 schools across School Districts, Educational Cooperatives, County Offices of Education, Charter Management Organizations, Single Charter Schools, Early Education/Head Start Programs, Non-Public Schools, and Private Schools.

Our leadership team has a combined 75 years of education experience with broad perspectives from working with a diverse student base and school organizations of all sizes.

Cross Country Education provides full-service recruiting for virtual and in-person professionals serving preschool through 12th-grade students and transition-aged youth. Our specialties include:



## Special Education Providers

- Board Certified Behavior Analysts
- Behavior Intervention Developers
- Teachers for the Deaf/Hard of Hearing
- Marriage and Family Therapists
- Occupational Therapists and Assistants
- Orientation and Mobility Specialists
- Physical Therapists
- Registered Behavior Technicians
- School Psychologists & Counselors
- Sign Language Interpreters
- Social Workers
- Special Education Teachers
- Speech-Language Pathologists and Assistants
- Teachers for the Visually Impaired

## Early Ed.-12 Teachers

- Substitute Teachers
- Credentialed Teachers
- Early Childhood Education
  - Lead Teachers
  - Permitted Teachers
  - Assistant Teachers

## Paraprofessionals

- Campus Aides
- Instructional Aides
- Special Education Aides
- Behavior Aides
- NCI Trained Aides
- Office Assistants

## School-Based Clinicians

- Credentialed School Nurses
- RNs
- LVNs/LPNs
- CNAs

## Other Services and Solutions

- Consulting
- Professional Development
- Permanent Hires
- Managed Floater Pools
- Recruitment Process Outsourcing
- Managed Service Provider
- Virtual and On-Demand Special Education Services

Our solutions are powered by a fast and frictionless sourcing and delivery engine. We have a proven technology-enabled strategy and a specialized recruiting team that stays apprised of market trends, maintains local networks, and provides hands-on candidate experience. Last year (2024), Cross Country Education provided services to more than 400 schools. We placed 2,392 unique candidates, filling 231,155 shifts. In total, our school-based professionals worked 1.4M hours last year. Our dedication to quality and the degree to which clients and education professionals trust is evidenced by our ClearlyRated's Best of Staffing awards.





**b. Describe the features, functions, and capabilities of your services as they relate to these key aspects of MPS.**

Cross Country Education offers a full spectrum of solutions including special education, substitute services, and school-based healthcare professionals. We are successful because we understand the needs of educational organizations. We have more than 15 years' experience, highlights including:

- Supporting **1,500 schools**
- **1,500 active professionals**
- **66,000** school-based shifts filled annually

**Educator Led. Student Driven. Solutions Oriented**

**Performance Accountability**

Cross Country Education has assembled the industry's best education-focused workforce solutions leaders. We bring 75 years of unrivaled expertise in innovating, solutioning, and meeting the demands of school systems nationwide. We support an agile solution that includes:

- Executive Sponsorship and Governance to ensure:
  - Alignment to all MPS objectives
  - Service Excellence
- Program Management Office (PMO) that understands your needs and delivers a consultative program.
- Program Enablement teams to ensure scalability, quality, compliance, and 24/7 support.

**Full Accountability for Fulfillment**

We are successful because we are powered by a technology-enabled sourcing and delivery engine for fast and frictionless delivery with:

- A proven recruitment and marketing strategy
- Cutting-edge sourcing and recruitment technologies
- The industry's broadest network of school-based professionals

**Service Excellence**

Like MPS, our primary focus is motivating teachers and students to achieve their personal best. Paramount to this objective is maintaining the highest level of service excellence and providing you with high-quality school-based professionals.

Our dedication to quality and satisfaction is evident by our ClearlyRated's Best of Staffing award, two years running. Our education professionals trust us to guide and nurture their careers.

**Scope of Work**

We understand MPS plans to partner with several vendors for the Scope of Work that includes:

- Speech Language Pathologist Services



- Physical Therapy Services
- Occupational Therapy Services
- DIS Counseling Services
- School Psychologist
- School Nurse
- Paraprofessional Support
- Behavior Intervention Implementor
- Other related services

As a current partner to MPS, we look forward to continuing to support you under this scope of work. Our proposal includes staffing for all listed scopes.

## 2. Program Plan

### c. Defined components of service delivery and implementation

The key components of our service delivery include:

- **Program Management** | Single point of contact to manage the partnership, supported by our Program Enablement teams
- **Sourcing** | Technology-enabled, multi-channel targeted sourcing campaigns to attract best-quality talent specifically for MPS
- **Screening, Matching, and Stack Ranking** | Top candidates are matched to your request and reviewed to confirm alignment of skill set and cultural fit
- **Onboarding** | We incorporate your specific onboarding requirements, including information about your facilities, your processes and practices, expectations, and standards of excellence
- **Post-Placement Support and Professional Management** | Facilitates your continued satisfaction and retention of quality professionals
- **Quality** | Maintaining the highest level of clinical excellence and providing you with high-quality healthcare professionals

A high-level implementation process is outlined below:

Our scalability allows us to ramp up quickly for our clients and does not require a formal implementation.

- **Fully executed contract** | We communicate with the school director within the same business day to inquire about their needs and obtain specifics of any vacancies.
- **Order placement** | When a need is identified, we obtain the specifics of the vacancy, the required skill set, and the duration of the assignment. We place the order immediately.
- **Match assignment details** | Within an hour of taking the order, assignment details are matched against our candidate pool.
- **Sourcing and screening** | We source and screen qualified candidates using technology-enabled, multi-channel, targeted sourcing campaigns.
- **Identification and presentation** | Once we identify and best-fit candidate(s) we present resumes to MPS for review



- **Interviews** | Once MPS has selected a candidate, we schedule an interview in alignment with your availability.
- **Compliance and onboarding** | Once MPS makes an offer to a candidate, we immediately begin our in-depth compliance and onboarding processes.
- **Post-start follow-up** | Once a professional is placed and the assignment begins, our recruiter follows up with the professional during the first week and then regularly afterward.
- **Post-placement support** | We are extremely responsive to your needs and follow a customized communication plan that includes both an agreed-upon cadence as well as informal communication as needed.

#### **d. Evidence of school-based therapy/ instructional support**

Cross Country Education has been a trusted provider of school-based therapy services and instructional support to Charter Schools in Southern California for more than 15 years. We prioritize ensuring that our providers have access to continuous professional development, including webinars, conferences, and educational meetings. This commitment allows them to remain up-to-date with current trends and best practices in their respective fields.

We work closely with our school partners to ensure that our providers are well-trained to implement specific instructional and behavioral programs at school sites, such as the Non-Violent Crisis Intervention (NCI) and the Wilson Reading Program. Before acquiring materials for services and assessments, we rigorously assess their alignment with Charter and District requirements, ensuring they are based on sound research and best practices.

We provide comprehensive assessment and material kits to our providers, complemented by in-house training sessions. This approach helps to standardize practices and ensure consistency across our services, benefiting each student and school community we serve.

#### **e. Explanation of school-based therapy/instructional support**

School-based therapy and instructional support services are designed to help students access their education and participate meaningfully in the school environment. The services our provider deliver are based on a student's individual needs and are documented in their Individualized Education Program (IEP) or Section 504 Plan that have been referred to use by MPS for services. CCE providers ensure they have reviewed students' present levels, goals and assessments to properly plan therapy sessions and/or instruction.



### 3. Contractor's Capabilities

#### a. Vendor experience and level of knowledge

Cross Country Education is an educator-led organization focused on student-centered workforce solutions since 2007.

We work with more than 1,500 schools, providing school-based staffing and recruitment services for special education, substitute services, and school-based nurse/allied health professionals.

Our partners include School Districts, County Offices of Education, Charter Management Organizations, Single Charters, Early Education/Head Start, Non-Public Schools, and Private Schools. The professionals we place serve students ranging from preschool through 12th grade as well as transition-aged youth. Our experience with a diverse student base and clientele, including Local Education Agencies (LEAs) of all sizes, gives us a broad perspective from which we have built our expertise.

Founded by a former charter schoolteacher and administrator, the original company was created to serve charter schools in the Southern California area.

Our main office is located in Los Angeles County, and most of our Operations Team and professionals are local to the area. We stay very active in the education space, participating in local conferences and supporting with community service opportunities. We also stay abreast of and ensure compliance with all local, county, and state requirements that impact our partner schools and professionals.

#### b. List of references



##### Alliance College Ready Public Schools

Contact: Courtney Vickers, VP of Diverse Learners  
Address: 601 S Figueroa St. Los Angeles, CA 90036  
Contact: Courtney Vickers, VP of Diverse Learners  
Email: [cvickers@laalliance.org](mailto:cvickers@laalliance.org)



##### KIPP SoCal Charter Schools

Address: 3601 E. First Street, Los Angeles, CA 90063  
Contact: Kim Dammann, Managing Director of Student Services  
Email: [kdammann@kippsocal.org](mailto:kdammann@kippsocal.org)



**Los Angeles County  
Office of Education**

Serving Students • Supporting Communities • Leading Educators

### **Los Angeles County of Education Charter and Court Schools SELPA**

Address: 9300 Imperial Hwy Downey, CA 90242

Contact: Damali Thomas, Sr. Director

Email: Thomas\_damali@laoe.edu



### **Green Dot Public Schools**

Address: 1149 S Hill St Unit 600 Los Angeles, Ca 90015

Contact: Susana Campos Contreras, Dr. Susana Campos, Director of Special Education and Psychological Services and Samantha Matamoros, VP of People

Email: scampo@greendot.org / smatamoros@greendot.org

### **c. Resume(s) of key personnel**

- Kelly Hourigan, Ed.D., VP Education
- Sydney Quon, Senior Director of Strategic Partnerships
- Meredith Darbyshire, Assistant Director of Operations

Please see resumes in the Appendix.

### **d. Ability to provide all necessary services**

For nearly 20 years, Cross Country Education has provided special education services to school districts like MPS. The services we provide cover the entire spectrum of care MPS may require.

We recruit and place highly qualified professionals in virtually every specialty and area of expertise in both clinical and non-clinical settings. Last year (2024), Cross Country Education provided services to more than 400 schools. We placed 2,392 unique candidates, filling 231,155 shifts. In total, our school-based professionals worked 1.4M hours last year.

As a direct staffing provider, Cross Country Education has extensive experience in sourcing and matching quality professionals to MSP's specific scope of care. As we match top candidates to your requests, we confirm your cultural fit and skill set. We use our proprietary and validated scenario-based assessment to determine knowledge, experience, and proficiency within the professional's practice or expertise. We orient them to your specific policies, procedures, and protocols. We maintain continuous communication with MPS to obtain feedback.



**e. Explanation of how the vendor is organized and how its resources will be utilized.**

Cross Country is organized by our three-tiered governance model that ensures alignment and consistency across your program:

- **Executive Sponsorship & Program Governance** | Provides operational oversight.
- **Program Management Office** | Provides seamless integration of all services lines. Ensures program consistency, process improvement, and issue resolution.
- **Program Enablement Team** | Provides centralized program support and recruitment operations.

## 4. Financial Proposal

**a. Reasonable and customary fees for providing services.**

Our pricing is all-inclusive. There are no additional fees for implementation, technology, or other services described throughout this proposal.

**b. Cost breakdown must be broken down per site in order to calculate for budgeting.**

Since our partnership with MPS began, maintaining transparent communication has been our priority. Our Program Directors and Fiscal Departments collaborate closely to provide MPS with accurate annual budget estimates, invoices, associated documentation, monthly summaries, and ongoing budget updates. This ensures a streamlined process for budgeting and payment processing.

We have actively engaged with all teams to present data in an efficient format that facilitates smooth budgeting and payment procedures. Moving forward, we are committed to working closely with MPS to ensure that all financial documents comply with your standards. This includes verifying that invoices contain the required codes and are billed accurately to the correct school site or department, further strengthening our partnership and financial operations.



## 5. Project Approach

### a. Describe your firm's understanding of the proposed assignment and the services it will provide.

Cross Country will work with MPS to provide direct and indirect services to students requiring therapeutic and educational services on an "as needed" basis. Services include:

- Speech Language Pathologist Services
- Bilingual Speech Language Pathologist Services
- Physical Therapy Services
- Psychologist Services
- Occupational Therapy Services
- DIS Counseling Services
- School Psychologist
- School Nurse
- Paraprofessional support
- Other related services

**Speech-Language Pathologist (SLP) Services** | CCE Speech-language pathologists work with students who have challenges with communication. This may include difficulties with speech sounds, understanding and using language, voice quality, fluency (stuttering), or social communication. Services are designed to support students in expressing themselves and understanding others effectively in the classroom and beyond.

**Physical Therapy (PT) Services** | Physical therapists help students improve their gross motor skills and physical mobility so they can safely and effectively navigate the school environment. PT services may focus on walking, posture, strength, balance, coordination, or safely using assistive devices like walkers or wheelchairs.

**Occupational Therapy (OT) Services** | Occupational therapists assist students in developing the fine motor, sensory processing, and self-help skills needed for school success. OT may focus on handwriting, using classroom tools, managing clothing fasteners, attention to task, or coping with sensory input in the school setting.

**Designated Instruction and Services (DIS) Counseling** | DIS counseling provides mental health and social-emotional support to help students manage challenges that impact their ability to learn. Counselors may work on issues like anxiety, emotional regulation, peer relationships, conflict resolution, and self-esteem.

**School Psychologist** | School psychologists support the overall emotional and educational well-being of students. They conduct psychoeducational assessments to help determine eligibility for special education services, support behavior plans, consult with staff and families, and provide short-term counseling or crisis support when needed.

**School Nurse** | School nurses manage health conditions that may affect a student's ability to attend or succeed in school. They provide care for chronic conditions (like diabetes or asthma), administer medication, create health plans, and support students with medical needs during the school day. They also conduct mandated vision and hearing screenings for IEPs and grade level requirements.



**Paraprofessional Support** | Paraprofessionals (also known as instructional aides or teaching assistants) provide additional support to students under the direction of a credentialed teacher. This may include help with academic tasks, behavior support, mobility, personal care, or communication needs within the classroom setting. Paras may also support students on school provided transportation.

**Behavior Intervention Implementor (BII)** | A BII is trained to work directly with students who have behavioral challenges that interfere with learning. Under the guidance of a properly credentialed/licensed provider, the BII helps implement a Behavior Intervention Plan (BIP) by teaching alternative behaviors, monitoring progress, and reinforcing positive behavior strategies. BIIs may also support students on school provided transportation.

### ***Other Related Services***

Other related services encompass any additional support needed for a student to benefit from their education. This can include, but is not limited to:

**Adaptive Physical Education (APE)** | APE is specialized physical education for students who need modifications to participate in physical activity. An APE teacher provides individualized instruction in areas like coordination, balance, motor planning, and participation in games or sports, ensuring all students can engage safely and meaningfully in PE.

**Deaf and Hard of Hearing Services** | For students with hearing loss or deafness, a Teacher of the Deaf and Hard of Hearing (DHH) may provide support in developing listening and spoken language, sign language, or communication strategies. These services can also involve training staff, troubleshooting hearing technology (e.g., FM systems, hearing aids), and helping students develop self-advocacy skills.

**Assistive Technology (AT) Services** | AT services help identify, provide, and support technology tools that assist students in communicating, accessing curriculum, or performing tasks more independently. This could include speech-generating devices, adaptive keyboards, screen readers, or software for writing support. An AT specialist may also train the students and staff in how to use the tools effectively.

### ***Other Health Services***

**Certified Nursing Assistant (CNA)** | A CNA supports students with personal and basic medical care needs under the supervision of a nurse. CNAs typically work 1:1 with a student or supporting in a special education classroom where multiple students have health/personal care support needs. Common tasks include but are not limited to assisting with toileting, hygiene, and feeding; Helping with mobility or positioning; Monitoring student well-being; Supporting daily health routines.

**Licensed Vocational Nurse (LVN)** | An LVN provides direct nursing care to students with medical needs under a School Nurse or RN's guidance. LVNs can also work 1:1 with a student with more impacted health needs. Common tasks Include but are not limited to giving medications and treatments; performing medical procedures (e.g., catheterization, suctioning); responding to health concerns and emergencies; supporting medically fragile students; documenting care and coordinating with the school team.

We have extensive experience with schools, but we understand that you have exact expectations. At the beginning of our engagement point of contact meets your key stakeholders to obtain essential information about the requirements and responsibilities for each position. We will thoroughly understand your expectations to



ensure our professionals are fully vetted, with backgrounds, skill sets, credentials, and cultural alignment necessary to exceed your expectations. Cross Country Education's professionals:

- Comply with all federal, state, and local laws, policies, procedures, and guidelines
- Comply with all provisions of the licensing and certification requirements
- Comply with all laws and regulations protecting students' rights to privacy and confidentiality
- Will possess a current driver's license and personal transportation

Cross Country certifies:

- All professionals placed with MPS are cleared through a nationwide criminal background check
- We remove any professional whose background, training, or skills do not meet your standards

Per our current understanding of the Scope of Work, Cross Country's responsibilities under this contract include:

- Ensure compliance with all applicable federal, state, local statutory requirements, including but not limited to State Board of Education and County Department of Health rules, as well as the MPS board policy. Vendor further shall comply with all requirements mandated by the Individuals with Disabilities Education Act ("IDEA"), Family Education Rights & Privacy Act ("FERPA"), applicable court decrees, MPS policies, as well as any other applicable state and federal laws related to the performance of both initial and re-evaluation of suspected student disability.
- Vendor shall ensure compliance with all MPS School campus routines and regulations as well as the MPS Uniform Compliance Procedures.
- Vendor shall ensure adherence to appropriate safety procedures and report potential health or safety hazards to the campus principal.
- Vendor shall be responsible for ensuring that all personnel providing services to students have undergone a criminal background check in accordance with any applicable state, federal, or local laws, prior to their commencement of services to MPS per Exhibit B.
- Vendor shall provide to MPS a copy of each current license and/or certificate for persons conducting student assessment interventions; consultations and/or evaluations prior to rendering services. Vendor shall ensure that all licenses and certificates remain current throughout the life of any subsequent contract MPS and a Vendor may enter into.
- Vendor must maintain all necessary documents for Local Educational Agency (LEA), Medi-Cal billing and/or full-scope Medi-Cal Specialty Mental Health billing through the County Mental Health department. This service includes, but is not limited to, providing detailed records, time sheets and documentation for support services provided and to meet all reporting requirements for insurance and/or Medi-Cal billing purposes. Records by student, clinician, service and district are to be maintained. Contractor is to work cooperatively with SELPA members as necessary to complete filing of documents in a timely manner.
- Vendor's assigned staff member shall be responsible for:
  - Providing therapy or nursing services as determined for each assigned student
  - Attending required meetings including but not limited to eligibility conferences, IEP meetings, staff development meetings, and parent/teacher meetings consultations with parents, school personnel, and MPS staff, pre-hearing conferences, administrative hearings, and court proceedings.
  - Maintaining and submitting individual student reports
  - Completing or assisting with individual evaluations
  - Assisting CMO staff with their assigned student's quarterly progress reports
  - Communicating regularly with school staff about student progress and concerns; Providing Magnolia with the assessment documents, protocols and reports within the legal time limits
  - Providing Assessment and Service Logs to the designated schools on a monthly basis for auditing purposes
  - Assessing all suspected areas of disability for the designated assessment as outlined in IDEA
- Vendor shall ensure that their staff maintains thorough records and provide required documentation in accordance with MPS policies, the Vendor's documentation requirements, as well as local and federal mandates (i.e., Tracking Forms, logs, assessment protocols, reports, IEPs, progress and attendance notes, etc.).
- Vendor shall provide professional development as designated by MPS for all employees of Proposer.
- Vendor shall provide detailed billing reports for each assigned student.
- Vendor must promptly notify MPS concerning any litigation or claims filed with any federal or State agency involving the Vendor or its parent or subsidiary companies.
- Vendor must indemnify and provide insurance coverage that will minimize MPS exposure per the limits in Exhibit B.

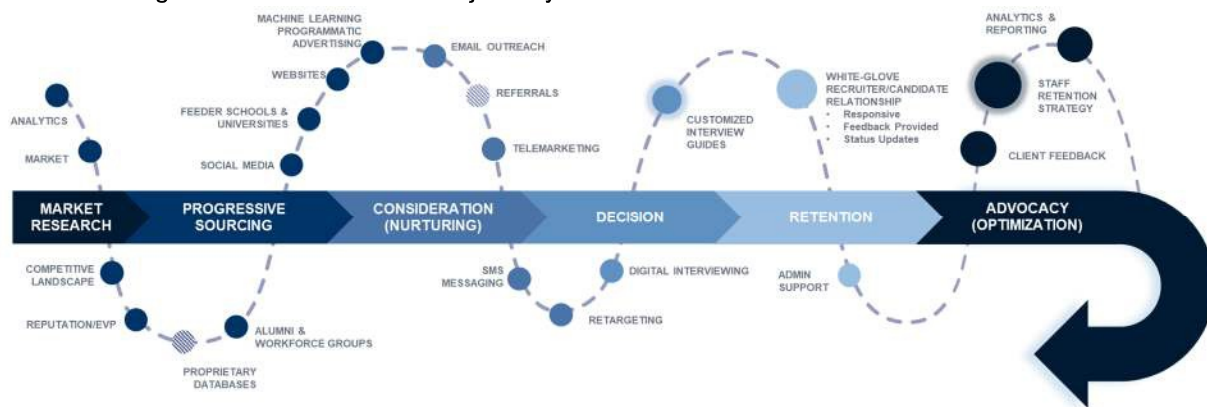


**b. Provide a complete definition of the process that will be employed to meet the objectives of this project, (e.g., approach to be taken, etc.).**

## Sourcing, Matching, & Compliance

We maintain a database with profiles of teachers and school-based professionals. Profiles include all permits, credentials and licenses as well as subject matter expertise, preferences, additional trainings completed, authorizations, and certifications. Because of this pool of candidates, we can meet MPS needs.

If we need to source additional candidates, our recruitment teams attract high-quality candidates with sourcing and recruitment initiatives powered by a proven technology-enabled recruitment strategy. We use programmatic job advertising to ensure your jobs are posted on the best sources at the optimal times. Our social media marketing fuels our sourcing engine with qualified real-time leads. Our recruiters build relationships and guide candidates through a frictionless candidate journey.



Cross Country's recruitment teams are grouped into Specialty Pods, strategically focused on specific needs and staffed with specialty-expertise recruiters skilled at developing a pool of candidates to facilitate quick fill and account managers who understand exacting requirements. The tools we use to identify and attract talent include:

- Proprietary Databases
  - AI-driven matching technology
- LinkedIn Talent Insights
- Indeed Hiring Insights
- Job Boards
- Professional Associations
- Recruitment Analytics
- Programmatic Advertising
- Social Media
- Digital Search Optimization

## Success

Last year, the methodologies and tools we use for sourcing, recruiting, and screening yielded the following results:

- 2,392 unique school-based professionals placed at more than 400 schools
- 231,155 school-based shifts filled
  - 1.4M hours worked



## Onboarding & Orientation

Our Professional Support team develops, tailors, and leads orientations to welcome, orient, and integrate our professionals into your organization. Our onboarding and orientation processes ensure that professionals are:

- Set up to succeed in their assignment with MPS
- Fully informed and trained before the assignment begins

We collaborate with MPS to incorporate your onboarding requirements, including information about your facilities, processes, practices, tools, expectations, and standards of excellence.

In addition to orienting professionals to MPS, we orient professionals to Cross Country's:

- Company structure
  - Mission, vision, and values
  - Key contacts
  - Reference guides
- Code of conduct
  - Attendance policies
  - Legal requirements
  - Professional performance
  - Safety practices
- Compliance program
  - Cross Country's Compliance Hotline
  - Responsibility for reporting incidents of non-compliance

Above all, our focus is on your students' safety, well-being, and education. We instruct all our school-based professionals on policies, procedures, and protocols that help protect students from threats to their safety or well-being. We ensure that our professionals are adept at mandated reporting protocols, including 100% reporting suspected child abuse and neglect.

We document orientation completion on our orientation audit checklist. The checklist verifies that we have obtained all employment requirements, documented them in the employee database, and filed them in the professional's personnel file.



## Program Management

**Governance** | To drive service excellence, we deploy senior executive sponsors to embed performance management, continuous improvement, and oversee disciplined execution.

**Account Management** | **Meredith Darbyshire** is your primary point of contact. Meredith is solution-focused with an advanced skill set for managing school-based solutions. She uses her expertise to provide program oversight and works with our subject matter experts to provide full program support and school-based professionals. Her communication with your stakeholders includes:

- Program Performance
  - MPS expectations
  - Successes and challenges
- Candidate Discussions
  - Intake calls to review position details
  - Presenting candidates and coordinating interviews
  - Debriefing and status updates
- Contract, rate, and billing

**Program Enablement** | Enablement teams complete discrete and critical tasks vital to program success and allow for scalable resource alignment commensurate with your program's size, scope, and complexities. We organize Enablement Teams into shared services pods that we manage with Lean Six Sigma and continuous improvement practices that balance low cost and high performance.

- **Talent Acquisition Team** sources, recruits, assesses, and manages our pool of professionals
- **Professional Support Team** facilitates success and professional development by providing resources, coaching, training, and support
- **Operations Team** supports last-minute absences, logistical issues, and overall program support
- **Compliance Team** ensures that every professional meets and maintains a triad of qualification components
  - Licensure and Credentialing requirements
  - Cross Country standards
  - MPS requirements
- **Human Resources (HR) Team** ensures that we address HR matters promptly and professionally
- **The Risk Management Team** mitigates employer risks and is ready to support any issues



## Professional Support & Management

**Post-Placement Support** | Our process facilitates your satisfaction and the retention of quality professionals. During the first week of the assignment and regularly thereafter, we follow up with both MPS and our professional. For both, we are responsive to needs and communications. If there is an issue, we address it immediately. Interactions can be minimal, but communication with MPS is always per your expectations.

**Records Management** | We maintain a database of all screening and onboarding documents, including competency assessments, credentials, licenses, and certifications. Records are available to MPS.

To manage expirations, we use a technology-enabled process to track expirations for all required licenses, credentials, documents, fingerprint cards, and vaccinations. Ninety days before expiration, begin our 90/60/30-day process, whereby we communicate with the professional until all pending expirations are updated. If not current within two weeks of expiration, we start an escalation process that includes frequent contact with the professional, a revised plan to expedite compliance, and intervention from our management team.

We monitor state and federal justice and public safety systems to verify that our professionals have received no new arrest notifications.

**Benefits** | All of our employees are W2 employees, and we provide competitive pay rates commensurate with the area in which they are working. In addition to competitive wages, we attract and retain quality professionals by covering liability, automotive, sexual misconduct, unemployment, and workers' compensation insurance, as well as providing a comprehensive benefits package:

- Major medical, dental, life, disability, and AD&D insurance plans
- Employee Assistance Program
- Career opportunities within a multi-faceted and stable staffing organization
- CCE internal web page where professionals can access a myriad of resources

Unlike our competitors, we do not limit the hours a professional may work, preventing health insurance eligibility.

**Performance Management** | Our Operations and Professional Support teams track and manage performance-related incidents and issues related to professionalism, tardiness, and services provided to MPS.

In the event of an egregious act, continued unsatisfactory performance, or inadequate staffing match, we immediately remove the worker and backfill the position. To mitigate continuity risk, we can engage our Professional Support team, skilled at resolving professional issues. They liaise to understand the issue, set expectations, and execute remediation plans.

Workers with egregious or repeated infractions are noted in our internal database as Do Not Use (DNU). We do this to ensure we never place poor-quality workers in any Cross Country program. We must note that we receive complaints about less than 2% of the professionals we place.

**Recognition Program** | We celebrate annual recognition days and recognize high-performing professionals every month. We highlight them on our social media channels and provide tokens of appreciation.



**c. Provide a list of key staff who will support this project and their professional background.**

**Dr. Kelly Hourigan, Vice President** | Kelly's extensive experience spans diverse roles such as School Administrator, Director of Special Education, Director of Special Programs, and Chief Operations Officer. Notable achievements, including Administrator of the Year, underscore her commitment to excellence. In 2017, Kelly brought her expertise to the Cross-Country Education team, where she enhances students' access to top-tier educational services. Additionally, she provides invaluable support to schools through initiatives focused on professional development, compliance, and innovation.

**Sydney Quon, Senior Director of Strategic Partnerships** | Sydney began her career as a Special Education Teacher, earning awards including Teacher of the Year. Transitioning to administrative roles, she spearheaded transformative initiatives, elevating special education programs. Since 2016, Sydney has been an invaluable asset to Cross Country Education, where her unwavering leadership drives excellence and innovation in special education. In addition to her administrative duties, Sydney is a professor and supervisor for beginning teacher programs, imparting her expertise, and mentoring the next generation of educators.

**Meredith Darbyshire, Assistant Director of Operations** | Meredith brings a wealth of experience and a passion for education to her role as Assistant Director of Operations. Meredith joined the Cross Country Education Team shortly after graduating from California State University Northridge in 2015. With nine years of hands-on experience, Meredith is adept at problem-solving and streamlining processes. She is unwavering in her commitment to driving operational excellence and nurturing a culture of continuous improvement within the organization.

**Additional Personnel:**

**Kate Escobar, Assistant Director of Operations, SpEd Providers** | Kate has more than 10 years of teaching, instructional coaching, and administrative experience in public, private, and charter settings ranging from elementary to high school ages, with an emphasis on supporting English-Language Learners and students with IEPs in the general education classroom. As a charter school assistant principal and special education administrator for four years, she coached teachers, students, and staff to become the top performing middle school in the southeast San Fernando Valley based on CAASPP data. In 2018, Kate brought her instructional coaching and leadership experience to the Cross Country Education team, where she serves in a lead capacity for each of the special education modality leads by providing expertise and direction in their respective domains.

**Susan Patil, Assistant Director of Operations** | Susan joined the Cross Country Education team in 2014. She began her tenure in recruiting and mentoring, where her enthusiasm for education and knack for fostering growth quickly became evident. Susan's unwavering commitment paved the way for her ascent to her current role, a position where she continues to make a profound impact on both students and staff members alike. Susan holds a Bachelors in Elementary Education and a master's in business administration.



**d. Provide a detailed implementation plan and any limitations.**

Our scalability allows us to ramp up quickly for our clients and does not require a formal implementation.

Our Talent Team sources year-round, utilizing our database of professionals and robust sourcing engine to attract the best-quality talent for all the positions we staff. Candidates are typically presented to MPS for consideration and interview within a week.

Once selected by MPS, a candidate is processed and onboarded within a timeline ranging from a few days to 2-3 weeks. A high-level process is outlined below.

**Fully executed contract** | We communicate with the school director within the same business day to inquire about their needs and obtain specifics of any vacancies.

**Order placement** | When a need is identified, we obtain the specifics of the vacancy, the required skill set, and the duration of the assignment. We place the order immediately.

**Match assignment details** | Within an hour of taking the order, assignment details are matched against our candidate pool.

**Sourcing and screening** | If no candidates from our existing pool are a good fit, we source and screen qualified candidates using technology-enabled, multi-channel, targeted sourcing campaigns. We post job openings within one business day.

**Identification and presentation** | Once we identify and best-fit candidate(s) we present resumes to MPS for review

**Interviews** | Once MPS has selected a candidate, we schedule an interview in alignment with your availability.

**Compliance and onboarding** | Once MPS makes an offer to a candidate, we immediately begin our in-depth compliance and onboarding processes. Typically, professionals are ready to begin the assignment in approximately 1 week.

**Post-start follow-up** | Once a professional is placed and the assignment begins, our recruiter follows up with the professional during the first week and then regularly afterward. We also check in with your coordinator/director to follow up on satisfaction with our service delivery.

**Post-placement support** | We are extremely responsive to your needs and follow a customized communication plan that includes both an agreed-upon cadence as well as informal communication as needed. We are available to MPS 24/7, with an in-house call center that responds to staffing needs after business hours. After-hours support is also available for our professionals. We immediately address any issues and will replace any professional that does not adhere to your work expectations. Should this occur, we would follow the same process and timelines outlined above for a replacement.



## 6. Training and Support

### a. Describe below the typical training your company provides.

All professionals take our mandated reporter training, covering county, state, and federal regulations for reporting suspected child abuse and neglect. We report all suspected cases of abuse or neglect.

We also prioritize professional development. Our Professional Support team works directly with our professionals to ensure professionalism and facilitate success. We provide resources and coaching to ensure continuous growth and professional development. We offer professional development training specifically designed to improve professional performance.

- 504s vs. IEPs
- Basics of RTI
- Behavior Aide Training
- Bridging the Achievement Gap: Culturally Responsive Teaching
- Crisis Prevention Institute certified trainers offering Nonviolent Crisis Intervention courses and certification
- Digital Literacy
- English Language Development (ELD) Training for Substitute Teachers
- Goal Writing Workshop
- Instructional Aide Prep Course
- Integrating Technology Workshop
- Legally Defensible Assessments
- Lesson Planning with Common Core State Standards
- Math Common Core Standards
- Next Generation Science Standards
- Positive Behavior Supports for All Students
- Special Education Aide Training
- Substitute Teacher Prep Course
- Teaching Literacy Within All Content Areas
- Teaching Mental Math
- Transition Planning for Students with IEPs
- Understanding Occupational Therapy Services and Qualification Criteria
- Understanding Speech Services and Qualification Criteria

### b. Describe vendor support facilities, services provided with the standard agreement, optional support available at additional cost and the cost for optional support.

The key components of our service delivery include:

- **Program Management** | Single point of contact to manage the partnership, supported by our Program Enablement teams
- **Sourcing** | Technology-enabled, multi-channel targeted sourcing campaigns to attract best-quality talent specifically for MPS
- **Screening, Matching, and Stack Ranking** | Top candidates are matched to your request and reviewed to confirm alignment of skill set and cultural fit



- **Onboarding** | We incorporate your specific onboarding requirements, including information about your facilities, your processes and practices, expectations, and standards of excellence
- **Post-Placement Support and Professional Management** | Facilitates your continued satisfaction and retention of quality professionals
- **Quality** | Maintaining the highest level of clinical excellence and providing you with high-quality healthcare professionals

**c. Describe vendor users/client's community and what resources are provided to clients (listserv, knowledge base, users conference, best practices, review panel for setting product enhancement priorities, etc.).**

Cross Country's online resource portal is available to all our professionals. Our resource portal includes downloadable instructional aides, resource guides, classroom activities, and common core aligned lesson plans.

Additional training available to your staff includes:

- *When I Stutter* – Screening and Presentation by the Filmmaker
- Basics of SLPA Supervision
- Planning for Supervision Success
- Positive Behavior Supports for All Students

We can customize professional development training and resources for MPS staff.

**d. Describe additional proposed trainings and cost breakdown.**

Cross Country Education does not charge our clients for our providers to receive professional development through us.

## 7. Additional Services

**List any additional services that your firm may have to offer with a pricing structure.**

We differentiate from our competitors because we are not just an education staffing supplier. Rather, we are an educator-led, student-driven solutions company backed by the strength of our parent company, Cross Country Healthcare, an industry-leading healthcare workforce solutions company. In addition to education-based staffing, we can provide the following value-add services:

**Consulting** | We have Education Consultants available for guidance and support, including but not limited to:

- Strategic Program Development and Improvement
- Customized Professional Development programs to build your organizational capacity
- Customized Compliance and Quality Assurance Audits
- Develop/implement structured training plans, customized by specialty, tailored to the professional
- Provide professional coaching and mentoring
  - One-on-one or small groups
  - May include case studies, role play, and/or a review of session plans, documentation, and reports
- Training for Nonviolent Crisis Intervention certification from the Crisis Prevention Institute (CPI)



**SpEd Optimal Services** | An end-to-end, fully managed solution for Special Education. We have provided this solution to more than 800 schools and have worked with more than 400 Special Education providers. We drive cost savings and compliance by implementing best practices and customized solutions.

**Healthcare Staffing** | Cross Country Healthcare is one of the country's largest and most recognized healthcare staffing companies. We are your natural partner for providing all your school-based healthcare professionals.

**Workforce Solutions** | In addition to education-based staffing, we offer workforce solutions ranging from direct hire, permanent placement, and Recruitment Process Outsourcing (RPO) to technology-driven Managed Services Programs (MSP) to support organization-wide contingent workforce programs.

**Virtual Services** | We provide your students real-time access with our professionals, ensuring students receive vital services that help them work toward their IEP goals. Our Virtual Services help school systems:

- Ensure uninterrupted access and the Least Restrictive Environment (LRE) as mandated by MPS
- Provide consultation, evaluation, data collection, monitoring, and meetings as outlined in 504/IEPs
- Ensure access to highly qualified, credentialed, passionate therapists and educators

**Passionate about Support Staff** | Paraprofessionals and office assistants are vital staff members, supporting teachers, students, and administrators. Our paraprofessionals meet all requirements, and we provide development opportunities to foster new skills and improve the quality of services.



## 8. Pricing

**Please provide proposed pricing for the services requested. MPS requires full disclosure of any/all pricing to include any “hidden” or “additional charges”. MPS will not be liable for hidden costs or additional charges not disclosed.**

Cross Country Education does not have any hidden costs and provides a detailed breakdown of services rendered with all invoices.

**a. Flat Daily Rate - Which will include the provision of all services required including but not limited the provisions provided in this document. Please provide details as to what specifically the daily rate includes.**

Please see rates in the appendix.

**b. Flat Hourly Rate - Which will include the provision of all services required including but not limited the provisions provided in this document. Please provide details as to what specifically the hourly rate includes.**

Please see rates in the appendix.

**c. Specific Cost per service:**

- **Price for Direct Therapy/Service: Per hour / per student / other**
- **Price for Consultative Therapy/ Service: Per hour / per student / other**
- **Price for Supervision of Staff: Per hour / per student / other**
- **Price for Evaluation & Written Report: \_\_\_\_ each evaluation and report. Specify the report, maximum hour and price.**
- **Price for Development or Amending of Student IEP's: \_\_\_\_\_ each IEP (per hour or fraction thereof.)**
- **Price for Attending or Conducting Eligibility Meetings:**
- **Price for Completion of Medicaid Paperwork: \_\_ per completion of forms.**
- **Price for providing in service:**
- **Price for providing in home training:**

Please see rates in the appendix.



## 9. Assurances and Insurance Requirements

### **a. Vendor shall meet the insurance requirements as in Exhibit B**

Cross Country will comply with the insurance requirements as listed in Exhibit B.

### **b. Vendor shall comply with the requirements as in Exhibit C**

Cross Country has reviewed the requirements in Exhibit C for fingerprinting, clearances, and mandated training.

### **c. Vendor shall comply with HIPPA/FERPA and related laws including Student Online Personal Information Protection and Student Data Privacy Agreement.**

Cross Country Education and our professionals comply with HIPPA/FERPA and related laws including Student Online Personal Information Protection and Student Data Privacy Agreement.



## Appendices

- Rates \*\* 2025-2026 master contract has been fully executed \*\*
- Key Personnel Resumes
- Letters of Recommendation

## **EXHIBIT A: 2025-2026 RATES**



### **EXHIBIT A NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION RATES AND TERMS**

#### **A. PLACEMENT FEES**

Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of six (6) months without payment of the Placement Fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay the amount listed below.

Client shall be required to immediately pay to Agency the Placement Fee for each Personnel, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within six (6) months of the termination of such employee's employment with Agency or (b) Client causes, the Staff member directly or indirectly, to leave the employment of Agency.

#### **B. REPORTING PAY**

For Special Education visits, a one-hour minimum visit will be assessed if we are not advised 24 hours in advance of a schedule change.

#### **C. MINIMUM BILLING**

All services have minimum billing requirements, which are listed in the rate tables below.

#### **D. RATE CHANGES**

The regular rates are subject to additional increase mid-year in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.

#### **E. RATES**

The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

**EFFECTIVE DATE: 08/03/2025**

**FEES FOR SPECIAL EDUCATION PROVIDERS, ASSESSORS AND CONSULTANTS**

Special Education Provider Rates (Minimum Visit Rates are for on-site visits. Off-site time is billed in 15 min. increments)	Hourly Rate	Minimum Billing Increments
Academic Assessor	\$116.39	1 hour for IEPs, virtual services, and consultation
Adapted Physical Education Teacher (APE)	\$101.97	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Assistive Technology (AT)	\$118.45	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Augmentative and Alternative Communication (AAC)	\$130.81	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Behavior Intervention Development (BID)	\$119.48	1 hour for IEPs, virtual services and consultation; 2 hours for direct services
Case Manager	\$119.48	4 hours weekly
Certified Occupational Therapist Assistant (COTA) Supervisor provided by CCE and Client is not charged for supervision separately.	\$83.95	1 hour for virtual services; 3 hours for direct services
CF	\$97.85	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Credentialed School Nurse w/ Audiometrist Certificate (SN)	\$123.60	1 hour per day
Deaf and Hard of Hearing (DHH)	\$129.78	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
DIS Counselor	\$91.67	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Education Specialist	\$104.03	8 hours daily
Educational Audiologist	\$175.10	1 hour for IEP's and consultation
Educationally Related Intensive Counseling Services or Educationally Related Mental Health Services (ERICS or ERMHS)	\$116.39	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Expert Consult	\$195.70	2 hours per day
Expert Program Oversight	\$174.00	1 hour per day
Occupational Therapist (OT)	\$122.06	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Program Administrator	\$162.74	4 hours weekly
Resource Teacher (RST)	\$88.58	8 hours daily

School Psychologist	\$123.60	1 hour for IEPs, virtual services, consultation and on-site services
Speech and Language Pathologist (SLP)	\$130.81	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Speech and Language Pathology Assistant (SLPA) Supervisor provided by CCE and Client is not charged for supervision separately.	\$83.95	1 hour for virtual services; 3 hours for direct services
Translation	\$100.00	1 hour per request
Other Providers not listed in the agreement	Contact for quote	
Permanent Placement Fees for Special Education Providers and Assessors		
All modalities	\$35,000 flat fee	

### TRAINING FEES

Description of Fees	Fee
<b>Training Services</b> CCE provides an array of training options. Call us and we will create a customized plan to address your needs.	Contact for quote

## EXHIBIT A – SUBSTITUTE SERVICES NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION RATES AND TERMS

### A. PLACEMENT FEES

Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of six (6) months without payment of the Placement Fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay the amount listed below.

Client shall be required to immediately pay to Agency the Placement Fee for each individual, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within six (6) months of the termination of such individual's employment with Agency or (b) Client causes, the Staff member directly or indirectly, to leave the employment of Agency.

### B. SUBSTITUTE TEACHER DAILY CALCULATIONS

The hours billed are inclusive of an additional 15 minutes at the start and 15 minutes at the end time of the Client's bell schedule. An additional 15 minutes may be added to the start of the workday, if a morning break is not included in the Client's bell schedule. As lunch is unpaid, the duration of the lunch shall be deducted from the above calculation.

**C. LESSON PLANNING AND GRADING CALCULATIONS**

Lesson planning rates shall be included for any and all assignments requiring lesson planning or grading. Client will be billed retroactively, if applicable. Pupil Free Days and Professional Development Days will be billed at the lesson planning rate if Personnel is required to report to work on those days. If transition days are requested, they will be billed as an assignment not requiring lesson planning. If a lesson planning substitute teacher is absent, the Client will be charged the lesson planning rate of that teacher when Personnel cover the assignment. When Personnel have a credential/certificate, the higher lesson planning rate applies when the class covered is that of the Personnel's certificate/credential. A Client administrator or administrative designee must approve all additional duties on the Personnel's timecard. Daily rate encompasses 8 hours a day. All additional time past the 8<sup>th</sup> hour is considered overtime and the overtime rate will apply. CCE Personnel are entitled to one prep period per lesson planning assignment. Should a prep period not be available to the Personnel during the 8-hour day, a surcharge of one hour will be assessed. If the full day plus the prep period adjustment exceeds 8 hours in a day or 40 hours in the week, the overtime rate will apply. Personnel must also be provided with legally required breaks and a duty-free 30-minute lunch. If neither of these are provided, additional fees will apply.

**D. BREAKS AND REST PERIODS**

Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement.

**E. CONFIRMED ASSIGNMENT CHANGES.**

Once an Personnel is in route to the confirmed assignment, Client may not reduce the confirmed hours or materially change the type or location of the assignment confirmed. If the Client extends the assignment end time, the rate will change accordingly. If the assignment hours are shortened, the full rate of the confirmed assignment will be charged. Client shall immediately notify Agency within 1 business day if Personnel does not show up for a confirmed assignment. Client will be charged all confirmed amounts unless Agency is notified of the Personnel "No Show".

**F. REPORTING PAY/BILL FOR ASSIGNMENT CANCELLATION.**

For Substitute Services, reporting pay may be billed at the regular bill rate in accordance with current state and federal laws. Client may be charged if a confirmed assignment is cancelled once the employee is in route or has arrived at the assignment. For bus rider assignments, the assignment begins at the student's residence.

**G. TIME AND ATTENDANCE**

A Client representative and the assigned Personnel shall each provide the hours worked by Personnel. For per diem Personnel, the electronic timekeeping software shall be provided by Agency to Client and updated daily so that Client can review. For long term Personnel, a Client representative shall promptly approve the hours worked by Personnel by responding weekly to an email provided by Agency to Client with hours worked at their school site, indicating exact time in and time out, including records of all breaks and meal periods. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. Client's approval shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereof.

#### **H. RATE CHANGES**

The regular rates are subject to additional increase mid-year in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.

#### **I. MINIMUM BILLING**

Some services have minimum billing requirements, which are listed in the rate tables.

#### **J. RATES**

The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

**EFFECTIVE DATE: 08/03/2025**

#### **FEES FOR SUBSTITUTE TEACHERS & SCHOOL SUPPORT STAFF**

<b>Rates and Fees for Substitute Teacher Assignments</b>	<b>Rates</b>
Per Diem – no lesson planning or grading - Full Day – 0.00 – 8.00 hours	\$405.00 per day
Long-Term – Lesson Planning and Grading - Teacher with a 30-day Substitute Permit - Full Day – 0.00 – 8.00 hours	\$440.00 per day
Long-Term - Lesson Planning and Grading - Credentialed Teacher (not including Special Education Credential) - Full Day – 0.00 – 8.00 hours	\$480.00 per day
Long-Term - Lesson Planning and Grading - Special Education Credentialed Teacher - Full Day – 0.00 – 8.00 hours	\$600.00 per day
Overtime, Failure to Provide Lunch Break or Failure to provide Rest Break	1.5x the hourly rate for the affected assignment
Missed Prep Fee for lesson planning or grading assignments	1.5x the hourly rate for the affected assignment
No Notice Cancellation Fee	4 hours at the hourly rate for the affected assignment

Rates and Fees for School Support Staff	Hourly Rate
Campus Aide – no classroom support – high school diploma	\$31.00 per hour
Paraprofessional – classroom support – high school diploma + Parapro certification	\$37.50 per hour
Office Assistant – no classroom support – high school diploma	\$37.00 per hour
Special Education Aide or Teacher Assistant – classroom support – 48 units	\$37.50 per hour
Certified Nursing Assistant (CNA) – licensed	\$41.75 per hour
Licensed Vocational Nurse (LVN) – licensed	\$59.25 per hour
Special Education Aide – Non-Crisis Intervention (NCI) Certified or QBS Trained – classroom support – 48 units - licensed	\$39.75 per hour
Behavior Intervention Aide (BII)	\$41.75 per hour
Behavior Intervention - NCI Certified or QBS Trained – classroom support - licensed	\$43.75 per hour
Overtime, Failure to Provide Lunch Break, Failure to provide Rest Break and After-School Assignment (2pm or later) Hourly rate	1.5x the hourly rate for the affected assignment
No Notice Cancellation Fee	½ scheduled shift but no less than 2 hours
Placement Fees for Teachers and School Support Staff	
Credentialed Teachers	\$10,000 flat rate fee
1-90 assigned days at client site	\$5,000 flat rate fee
>90 assigned days at client site	\$3,500 flat rate fee

**NEW MEDISCAN II, LLC DBA CROSS  
COUNTRY EDUCATION**

Signed by:

*Natalie Tucker*

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SIGNATURE

Natalie Tucker

PRINTED NAME  
Sr. Director

TITLE  
5/27/2025

DATE

**Client: MAGNOLIA PUBLIC SCHOOLS**

Signed by:

*Alfredo Rubalcava*

5059943E159D449...  
SIGNATURE

Alfredo Rubalcava

PRINTED NAME  
Alfredo Rubalcava

TITLE  
5/27/2025

DATE



## Dr. Kelly Hourigan

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### Overview

Results-oriented Vice President with superb leadership and communication skills. Easily cultivates trusting and productive relationships with students, parents, teachers, authorizers, and staff. Dedicated and proactive with strong commitment to creating high-quality educational standards that develop the potential in all.

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### Skills & Abilities

- Team Supervision
  - Compliance Monitor
  - Grant Applications
  - Training
  - Regulatory Compliance
  - Team Player
  - Records Administration
  - Hiring and Recruitment
  - Tech Proficient
- 

### PROFESSIONAL EXPERIENCE

#### **Vice President | Cross Country Education, Woodland Hills, CA | Jan 2017 - Present**

- Collaborate with Executive Director and Directors to define and implement strategic direction of organization
- Oversight of Operations Department to ensure organizational consistency
- Team management and leadership development
- Oversee Talent and Business Administration teams
- Collaborates and disseminates organizational knowledge

#### **Chief Operations Officer | Magnolia Public Schools, Los Angeles, CA | July 2003 – January 2017**

- Collaborate with CEO, Chief level team and Board of Directors to define and implement strategic direction of organization
- Develop and manage implementation of long-term facility strategies
- Manage successful IT department
- Risk management and legal activities including letters of agreement, MOUs, contracts, leases, and other legal documents
- Home office operations and budget

#### **Director of Student Affairs/Special Education | Magnolia Public Schools, Los Angeles, CA**

- Oversee the Special Education Program at eleven schools
- Oversee discipline/Positive and Behavioral Interventions and Supports at eleven schools
- Facilitate professional development on compliance/updates
- Liaison between authorizers for Special Education and Student Information Systems
- Prepare reports on disciplinary measures, suspensions, expulsions, and incidents involving students
- Create, implement, and enforce school board policies

#### **Director of Special Education | Magnolia Public Schools, Los Angeles, CA**



- Created Magnolia-wide Special Education Policies and Procedures
- Liaison between authorizers for Special Education and Student Information Systems
- Oversee the Special Education Program at eleven schools
- Create, implement, and enforce school board policies
- Researched outside service providers/agencies and received competitive bids on an ongoing basis
- Prepared reports on IEP compliance, timelines, and service support for each school

**Dean of Students/Special Education Coordinator | Magnolia Science Academy, Reseda, CA**

- Continually assessed student/school needs and make changes as needed to improve the school's success
- Provided disciplinary oversight for the entire student body
- Researched outside service providers/agencies and received competitive bids on an ongoing basis
- Implemented and enforced school board policies

**Graduate Intern, Financial Aid | College of the Canyons, Santa Clarita, CA | July 2002–July 2003**

- Assisted students with financial aid paperwork
- Advised students through their financial aid process

**Educational Support Specialist Coordinator | California State University, Northridge, CA | 2002-2003**

- Coached, counseled, and motivated students to develop academic and personal skills to help them succeed in their academic career
- Monitored and created staffs work schedules
- Completed monthly and annual statistics about the program

**Special Ed Teacher/Academic Leader | New Directions Junior and Senior High School, North Hills, CA | 1999 – 2002**

- Created and taught lesson plans for severely emotionally disturbed adolescents in a non-public school setting at a lockdown facility
- Developed and implemented training sessions for students and staff

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**EDUCATION**

**Ed. D | 2019 | California State University, Northridge, CA**

Educational Leadership

**M.S | 2003 | California State University, Northridge, CA**

Educational Psychology Counseling, Specialization in College Counseling/Student Services

**Post Baccalaureate Studies | California State University, Northridge, CA**

Education

**B.A. | 1999 | California State University, Northridge, CA**

Psychology/Sociology

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## Sydney Quon

### Objective

Provide Consultative Services to Educational Institutions and Companies Working to Positively Impact the Quality of Programs and Services for all Students to Achieve Success.

### Skills & Abilities

#### Leadership

- Ability to identify strengths and areas for improvement in organizations and personnel.
- Macro-thinker with the ability to see the big picture and the intricate details needed to accomplish tasks.
- Visionary who can implement a mission to achieve set outcomes.
- Collaboratively engage all stakeholders in the decision making process and possess the skill to make data-based decisions.
- Outcome oriented with a focus on relationship building and effective communication.
- Capable of building capacity of personnel to perform at a high level that benefits a team/organization.
- Effectively manage and conduct evaluations for entire departments of staff at multiple levels.
- Successfully hire and lead departments that provide direct and indirect support to District, County and Independent Charter Schools and team members.

#### Professional Development

- Develop and present trainings and workshops that are tailored to client's needs and vary in duration and format.
- Expert knowledge in all areas of special education, including but not limited to legal compliance, instructional strategies, and best practices in program and service models.
- Present interactive trainings/workshops that engage the audience in a way that material is easily understood, and immediate application is apparent.
- Ability to provide follow-up coaching and support needed for effective implementation of information presented during professional developments.
- Effectively use evaluation tools to determine the effectiveness and impact of professional development on set goals of the organization.
- Customize workshops and present at local and state and national conferences.

#### Establishing Partnerships

- Establish and nurture partnerships with new and current clients.
- Facilitate the contracts process with charter schools and Districts including providing detailed descriptions about services offered and assist with development of efficient solutions for the client.
- Partner and collaborate with SELPAs to create regional service options that are in line with local policies and procedures.
- Facilitate the creation of an infrastructure that bridges the communication gap between District/SELPA and Charters.
- Established a network of Charter schools in Los Angeles Unified School District. The infrastructure allowed Charters to retain autonomy while fulfilling the accountability measures of their authorizer. The network enables Charters to build partnerships and collaborative support systems within the network.
- Leverage partnerships with universities to develop programs that benefit K-12 staff and/or students.



- Partnerships established with Loyola Marymount University, University of Southern California, and University of California at Los Angeles to create various projects.
- Communicate and collaborate with community agencies to provide connections to schools/districts to gain access to programs and services for students.
- Collaborate with Department of Rehabilitation offices to develop an interagency process for supporting clients and affiliated schools to student work programs.
- Effectively facilitated connections with Non-Public Agencies and companies to connect schools with needed products and services.
- Establish relationships with state and national organization that support traditional and Charter schools.
- Relationships built with California Charter School Association, Association of California School Administrators and National Center for Special Education in Charter Schools.

#### Systems Change and Development

- Lead teams in the strategic planning process and provide support during all phases.
- Establish structures that support schools in providing quality special education services.
- Conduct audits of special education programs and services on a site and District/CMO level.
- Facilitate school site teams in building programs that serve students with special needs or who are at-risk.
- Develop processes and procedures that are aligned to local, state and federal mandates in special education.
- Collect and analyze data to establish goals and develop action plans for implementation.
- Application of cognitive coaching and the principles of the coherence framework to assist educational leaders in program development and systems improvement.
- Assist stakeholders in creating a Multi-Tiered System of Support.

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## PROFESSIONAL EXPERIENCE

### Partnership Director | Cross Country Education | Present

- Liaison between client and organization, research, and development for expansion into new markets and consultative services to clients.

### Director, Charter Operated Programs | Los Angeles USD | 2012-2016

- Created a structure that increased compliance and programs developed for over 200 Charter schools, under the LAUSD SELPA.

### Coordinator | Los Angeles County Office of Education | 2007-2012

- Oversight of county/SELPA run programs for 13 Districts and 22 Independent Charter schools.

### SPED Coordinator | GreenDot Public Schools | 2005-2007

- Provided professional development to teachers and administrators within the organization and served as mentor teacher.

### Lead Teacher/Education Specialist | Inglewood USD | 1999-2005

- Served as a key lead teacher on the school site leadership team who developed the school improvement plan and worked collaboratively with and presented to District administrators and state consultants.
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## EDUCATION

**B.A. | 1998 | University of California, Los Angeles**

Major: Sociology, Minor: Education

**M.A. | 2002 | California State University, Dominguez Hills**

Major: Special Education – Education Specialist Teaching Credential, Administrative Services Credential

# Meredith Darbyshire

21820 Burbank Blvd., Suite 120, Woodland Hills, CA 91367

818-737-2115 | mdarbyshire@crosscountry.com

## Summary of Qualifications

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Strategic and results-driven professional with extensive experience building and managing partnerships in the education sector. Demonstrated success leading cross-functional teams, optimizing operations, and cultivating strong client relationships to support school systems and educational institutions. Adept at communicating effectively with diverse stakeholders, streamlining processes, and delivering solutions that align with educational goals.

## Professional Experience

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**Cross Country Education, Woodland Hills, CA** 1/2023-Present

Assistant Director of Operations

- Lead operational strategy and process improvements across educational staffing services.
- Collaborate with partner school districts to ensure seamless service delivery and issue resolution.
- Supervise and mentor a team of account managers and operational staff.
- Analyze data to identify trends and drive decision-making for enhanced efficiency.

**Cross Country Education, Woodland Hills, CA** 12/2020-1/2023

Account Manager II

- Managed key client accounts, ensuring high levels of satisfaction and retention.
- Built and maintained strategic relationships with education partners and stakeholders.
- Coordinated staffing logistics and resolved client concerns in a timely manner.
- Supported the implementation of new initiatives to improve client engagement and outcomes.

**Cross Country Education, Woodland Hills, CA** 3/2018-12/2020

Operations Manager

- Monitored operational workflows to ensure high levels of accuracy, efficiency, and responsiveness to school needs.
- Liaised between school administrators and internal departments to fulfill educational staffing needs.
- Developed and streamlined internal processes to improve accuracy and turnaround time.
- Trained new employees and fostered a collaborative team culture.

**DirectEd, Woodland Hills, CA** 7/2016-3/2018

Operations Supervisor

- Supervised day-to-day operations to ensure timely placement of professionals delivering special education services and student assessments.
- Led a team responsible for coordinating schedules, tracking service delivery, and managing resource allocation across school sites.
- Developed tools and processes to improve tracking of assignments, service hours, and documentation.
- Trained and supported staff in operational procedures, systems usage, and problem-solving strategies.

**DirectEd, Woodland Hills, CA** 7/2015-7/2016

Assessment Coordinator

- Coordinated scheduling and logistics for student assessments across partner schools.
- Managed data entry and tracking of student performance metrics.
- Communicated with district personnel, staff, and families to ensure accurate assessment delivery.

**Chrysalis, Pacoima, CA** 2/2014-6/2015

Volunteer

- Assist clients with job research and job applications online
- Conduct practice interviews for clients

- Help clients with resume and cover letter building
- Pull job leads from the internet for our clientele
- Compile and file important data on client progress and attendance

**Networks2Action, Los Angeles, CA**

3/2014-6/2015

Event Management

- Greet patrons attending the conference and assist them with check-in
- Make sure that conference attendees have the required documentation and event resources
- Ensure policies and procedures are followed according to venue requirements

**The Hackett Miller Company, Inc., Woodland Hills, CA**

4/2012-6/2015

Executive Assistant / Personal Assistant

- Conduct research, compile data, and prepare papers for consideration and presentation
- Perform day-to-day administrative tasks such as maintaining information files and processing paperwork physically and electronically
- Operate office equipment, such as fax machines, copiers, or phone systems
- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals
- Provide information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person
- Coordinate company booking for trade shows, including booth booking and badge information

**Education**

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**California State University Northridge, Northridge, CA**

2017

Master's Degree in Public Administration and Leadership

**California State University Northridge, Northridge, CA**

2014

Bachelor's Degree in Sociology



March 17, 2025

To Whom It May Concern,

It is my pleasure to provide this letter of reference for Cross Country Education. Our Network, LEARN Charter School Network, has had the opportunity to collaborate with Cross Country Education in providing educational services to our students. Their dedication and commitment to enhancing the learning experience have been truly commendable.

Cross Country Education has consistently demonstrated professionalism, expertise, and a deep understanding of our Network's needs. We are currently under an auto renew agreement. Currently they are providing Occupational Therapy services to our students but have provided other resources including nursing, which has supported our scholars' academic development.

Their staff works diligently to meet the diverse needs of our student population. Throughout our partnership, Cross Country Education has shown exceptional reliability and a strong commitment to fostering a positive and engaging learning environment. Their collaborative approach, responsiveness, and dedication to student success make them an asset to our educational community.

I highly recommend Cross Country Education to any institution or organization seeking high-quality educational support services. If you have any questions or need additional information about our experience working with them, please feel free to contact me at (773) 733-7305.

Sincerely,

*Matthew B. Smith*

Matt Smith  
Sr. Director of Talent and Human Resources  
LEARN Charter School Network



May 15, 2024

To: Whom It May Concern:

I am excited to endorse Cross Country Education Services as an outstanding provider of substitute staffing and special education services.

Our organization has had the privilege of partnering with Cross Country Education for the past ten years. Throughout this time, we have consistently received top-notch substitute staffing, special education services, consultations, and training tailored to meet the diverse needs of our students and school community.

Cross Country Education sets itself apart with its unwavering commitment to delivering legally defensible and exceptional services. Their emphasis on compliance with legal standards and the implementation of best practices across all assessments and services has established them as a trusted and esteemed partner. Their recruitment of highly qualified personnel, coupled with continuous training and coaching, reflects their relentless pursuit of excellence. Supervision protocols for providers, including SLPAs and COTAs, adhere to legal mandates and best-practice guidelines from organizations like ASHA and OTAC, ensuring robust support for providers in delivering quality services and maintaining legally sound documentation.

CCE supervisors excel in IEP meetings, drawing upon their deep understanding of students and their progress gleaned from direct interactions and provider supervision. Assessments are meticulously conducted, documented, and reviewed to ensure legal defensibility, while related service providers adeptly address IEP goals and meticulously document progress. Their proficiency in presenting IEP information to stakeholders ensures accessibility and transparency for all involved.

At Green Dot Public Schools California, we have been consistently impressed by CCE's professionalism and swift responsiveness to our needs and inquiries. They consistently exceed expectations by offering student-centered solutions delivered by well-trained staff and knowledgeable leadership. CCE's commitment to educational reform and staying abreast of legislative changes is commendable, and their support and coaching of field staff enable us to focus on our core mission of educating students, staff, and the school community without the burden of managing contracted special education assessment and service providers.

It is my pleasure to wholeheartedly recommend the services of CCE's Services. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Susana Campo", written over a horizontal line.

Dr. Susana Campo Director of Special Education & Psychological Services  
Scampo@greendot.org 213-500-5370



65 Billerbeck Street  
New Oxford, PA 17350  
717-624-4616  
3.18.2025

To Whom It May Concern,

It is my pleasure to provide this letter of reference for Cross Country Education. Our school district, Lincoln Intermediate Unit 12, has had the privilege of working with Cross Country Education, to support and enhance the specialized services offered to our students.

Cross Country Education has been instrumental in delivering quality Physical Therapists. Our contract allows other services such as OT, SLP, TDHH, SLI, School Psychologists, Social Workers, etc. which are not needed currently

Our partnership with Cross Country Education has been marked by professionalism, reliability, and commitment.

I endorse Cross Country Education to any organization or institution seeking top-tier educational services. Should you require additional information about our experience working with them, please feel free to reach out to me at 717-624-6470.

Sincerely,

Pattie Reed  
Student Services Specialist

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EdLogical Group  
A Member of Point Quest Education  
9355 E. Stockton Blvd. Suite 230  
Elk Grove, CA 95624

7/8/25

Dear Gokhan Serce:

We are pleased to submit our bid for special education and related services as a contractor with Magnolia Public Schools (MPS).

For the purpose of evaluating the proposal, the EdLogical contact will be Stephanie Tongson, Operations Manager. Phone number 323-484-8964. Address: 9355 E. Stockton Blvd., Suite 230, Elk Grove, CA 95624.

EdLogical requests confidentiality and disclosure of personnel resumes included in this proposal under appendices to others under the state Public Records Act.

Thank you.

Sincerely,

Stephanie Tongson  
Operations Manager  
EdLogical Group Corp.  
323.484.8964  
stephanietongson@edlogical.com

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## Company Overview

EdLogical Group Corporation is a non-public agency, certified by the California Department of Education. Since our inception in 2009, EdLogical Group continues to provide a wide array of special education services, classroom support, and health services to schools across Southern California.

EdLogical has its administrative office at 111 West Ocean Blvd., Long Beach, CA 90810. Our main office is at the Point Quest headquarters: 9355 E. Stockton Blvd., Suite 230, Elk Grove, CA 95264. We are open during the business hours of Monday-Friday from 7:30 a.m.-5:30 p.m.

EdLogical employs approximately 120 employees, a mixture of part-time, full-time, hybrid and virtual. Of the 120 employed, approximately 80 employees are special education professionals. EdLogical specializes in special education and related services, offering 20 different service lines to our customers, such as 1:1 behavioral aides, therapists/counselors, and assessors. EdLogical employees complete all mandatory trainings such as the AB1172 trainings, which includes child abuse mandated reporter training, sexual harassment training, blood borne pathogens training, and PBIS and any other required certification/license renewal trainings

As an established and experienced NPA, EdLogical has created a system in which the company is able to confirm service requests with ease and fill assignments quickly. With a vast network of special education providers being situated in different locations, EdLogical can reach schools from Santa Clarita to San Diego and beyond. Because of this, we can typically confirm assignments within days. EdLogical is accustomed to receiving last-minute requests and can usually accommodate. EdLogical has the capability to provide continued special education and related services support to MPS schools.

EdLogical certifies that the company is in good standing financially, no legal issues, and there is no planned closing of our offices. We certify that EdLogical is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency.

## Program Plan

### Components of Service Delivery and Implementation

EdLogical's model in delivering services is simple and effective. EdLogical utilizes request form links to gather information regarding special education and related services requests. Requests are then received by EdLogical administrators where they will match the assignment with providers. The factors that are considered for matching providers are:

1. Domain/Knowledge: Based on the request, EdLogical will match providers to what was requested. Domain (OT, SLP, PT, Psych...etc.) and if there is specific knowledge needed (i.e. Assessing a student with specific suspected disability, a special ed aide with ABA therapy experience, nurse requested to provide G-tube feeding...etc.).
2. Demographics: EdLogical will contact the providers that are nearest to the school assignment.
3. Availability: EdLogical will consider the current workload of providers to ensure that providers that are assigned are available and can meet the special education timelines.

Once EdLogical providers have been assigned, coordination of the service request will begin. EdLogical providers will be integrated as part of the IEP team in either assessing and/or providing services. EdLogical providers will request access to the school's special education database (SEIS/Welligent), share student records, and may be invited to any IEP preparation conferences and meetings. EdLogical providers will work closely with the MPS special education team to ensure that the assessments and/or services are delivered in accordance with IDEA, FERPA, and all other federal and state guidelines.

The Edlogical providers that were previously assigned to MPS schools conducted assessments and services at multiple MPS sites, demonstrating Edlogical providers are experienced in balancing MPS school requests and schedules.

EdLogical providers are given the resources they need for successful implementation of their school assignments. EdLogical assessors will be supplied with assessment tools and protocols as well as teacher checklists, observation forms, and parent questionnaires. EdLogical service providers will be given tracking sheets, service log forms, and be equipped with educational/therapy kits, games, and/or toys to achieve student IEP goals.

## Evidence of School-Based Therapy/Instructional Support

EdLogical employs many special education and related services professionals and associates that have experience supporting schools with assessments, services, and 1:1 support. Below is a list of providers and their service provisions.

EdLogical Special Education and Related Services Providers	Services Provided
Adapted Physical Education Teacher (APE)	APE assessments and services
Assistive Technology Specialist (AT)	AT assessments and services
Associate Marriage & Family Therapist (AMFT)	Counseling services
Audiologist (AUD)	Audiological assessments and services
Behavioral Aide (BA)	1:1 student support. All aides are CPI trained
Board Certified Behavior Analyst (BCBA)	FBA assessments and BID services
Certified Nurse Assistant (CNA)	1:1 support for students with medical needs and health office support
Certified Occupational Therapy Assistant (COTA)	OT services
Credentialed School Nurse (CSN)	Health assessments and vision and hearing screenings
Deaf and Hard of Hearing Teacher/Specialist (DHH)	DHH assessments and services
Instructional Assistant (IA)	Classroom support
Licensed Marriage & Family Therapist (LMFT)	DIS and ERMHS counseling services
Licensed Vocational Nurse (LVN)	1:1 support for students with medical needs and health office support
Medical Assistant (MA)	1:1 support for students with medical needs and health office support
Occupational Therapist (OT)	OT assessments and services
Orthopedic Impairment Specialist (OI)	OI assessments and services
Physical Therapy Assistant (PTA)	PT services
Physical Therapist (PT)	PT assessments and services
Recreational Therapist (RT)	RT assessments and services
Registered Nurse (RN)	1:1 support for students with medical needs and health office support
Resource Specialist Teacher (RST)	Academic assessments, case management, and SAI
School Psychologist (SP)	Psychological assessments and DIS/ERMHS counseling
Speech and Language Therapy Assistant (SLPA)	Speech services
Speech and Language Therapist (SLP)	Speech assessments and services
Visually Impaired Specialist (VI)	VI assessments and services

## Explanation of Organization Structure and Contacts

EdLogical Group's organizational structure consists of the administrative team, professionals, and associates:

### Administrative Team:

Operations Manager-Stephanie Tongson

Administrative Services Manager- Cindy Lopez Granados

Administrative Assistant-Susy Ponce

Lead OT: Karla Prebanda

Lead PT: Edward Hernandez

Lead School Nurse: Sara Williams

Lead School Psychologist: Chante Rogers

### **Associates and Professionals Count:**

<p>APE: 7  AT: 2  Audiologist: 1  Behavioral Aides: 34  BCBA: 2  COTA: 2  CSN: 11  DHH: 1  DIS Counselor: 3  Instructional Aides: 8  LVN: 1</p>	<p>MA: 1  OI: 1  OT: 9  PT: 1  PT-A: 1  RST: 5  RT: 2  School Psych's: 10  SLP: 6  SLP-A: 6  Translator: 1</p>
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## Contractor's Capabilities

### Vendor Experience and Level of Knowledge

EdLogical Group has grown its clientele mainly through word of mouth. Through our reputation of being ethical, reliable, and delivering exemplary customer service, we have continued to gain new customers and are now in over 130 schools across Southern California, attesting to our dependability, stability and growth. EdLogical employs a network of highly skilled, experienced, and knowledgeable special education professionals that share our mission in providing outstanding care and services to all students. EdLogical strives to educate the whole child so that they can grow to be productive and influential leaders of their communities. EdLogical is committed to assisting students with special needs as well as providing systematic and research-based interventions to children who have difficulty learning.

For well over a decade, EdLogical has partnered with MPS schools, conducting special education assessments, delivering special education and related services, providing classroom and 1:1 behavior support with our CPI trained aides, and has completed the California state mandated vision and hearing screenings for regular and special ed students annually.

EdLogical has an established working relationship with MPS; thus, EdLogical providers assigned to MPS schools are familiar with the school culture, school rules and policies. EdLogical team members have built rapport and good standing relationships with the MPS administrators, staff, and students, which allows for a seamless implementation of services from year to year.

### List of References

Briannon Argueta	Carla Vasquez	Erika Najera
Sped Director	Sped Director	Sped Director
Gorman Learning School	Value Schools	Vista Schools
3700 W Ave L, Lancaster, CA 93536	1929 W Pico Blvd, Los Angeles, CA 90006	2609 W 5th St, Santa Ana, CA 92703
<a href="tel:(661)945-0298">(661) 945-0298</a>	<a href="tel:(213)382-1223">(213) 382-1223</a>	<a href="tel:(714)988-2719">(714) 988-2719</a>
<a href="mailto:bargueta@gormanlc.org">bargueta@gormanlc.org</a>	<a href="mailto:cvasquez@valueschools.org">cvasquez@valueschools.org</a>	<a href="mailto:enajera@vistachargerps.org">enajera@vistachargerps.org</a>

## Resumes of Key Personnel – Stephanie Tongson, Operations Manager

# Stephanie Tongson



### Experience

2015-08 -  
present

#### Operations Manager

EdLogical Group Corporation

- Operates non-public agency providing special education services, classroom support, and health services to over 120+ schools in Southern California and beyond.
- Oversee day-to-day business operations and manage 130+ professional and associate employees.
- Plans, implements, and modifies existing operational systems and organizational procedures to align with company standards and expectations.
- Develops annual client contracts, sets service provision rate sheets, and completes new bid proposals.
- Spearheads the development and implementation of effective growth strategies and processes.
- Coordinates service provider assignments and tracks progress to ensure all deliverables are precisely met.
- Manages positive rapport with clients and promotes dependability by consistently providing ethical and quality services.
- Empowers a high-performance team with leadership and resources they need to successfully complete tasks.
- Measures operational performance and develop plans to improve relevant key performance indicators.
- Markets and promotes the business by creating ads, attending conferences, and networking with potential clients.
- Establishes and maintains credible and professional relationships with internal business lines and external vendors.
- Communicate with clients regarding service requests and answers inquiries about company products and processes.

2006-07 -  
2016-09

#### Division Secretary

Los Angeles County Office of Education

- Provided advanced and sole secretarial office support to administration and staff members.
- Organized and prepared trainings and classes for teachers and administrators in the Los Angeles county.
- Coordinated staff members by maintaining multiple schedules, calendars, and timelines.
- Processed invoices, purchase orders, travel mileage, and reimbursement for directors and staff.
- Prepared for submission of contracts, absence claims, and proposals to corresponding units.
- Assisted in analyzing unit's budgets and accounts and prepared annual spreadsheets for year end review.
- Hired, trained and supervised Staff Assistants and Trainees.
- Provided technical and secretarial support to unit's educational consultants.
- Served as communication hub connecting administrators and department staff with outside agencies.
- Kept track and ordered office supplies, equipment, training materials, and educational books for the unit.
- Participated and helped organize departmental events.



### Education

Baccalaureate of Science in Business Management

Graduated with a 3.85 GPA

Four-time Dean's Honor List recipient

## Resumes of Key Personnel – Cindy Granados, Administrative Services Manager

**Cindy Lopez Granados**  
7706 Paramount Pl.  
Pico Rivera, CA 90660

[GraCin310@gmail.com](mailto:GraCin310@gmail.com)

562-542-7916

### EDUCATION

**1. Licensed Vocational Nursing Graduate**

11/2016-11/2017

Advanced College

13180 Paramount Blvd.

South Gate, CA 90280

**2. Medical Assistant Graduate**

01/2011-10/2011

UEI College

6055 Pacific Blvd.

Huntington Park, CA 90255

**3. High School Graduate**

07/2006-07/2010

Bell High School

4328 Bell Ave.

Bell, CA 90201

### WORK HISTORY

**1. Administrative Service Manager- 2/2022- Present, 40hrs.**

Edlogical

Long Beach, CA 90804

Stephanie Tongson: 323-484-8964

Overseeing and coordinating support services while promoting smooth daily operations for our team. Managing and preparing monthly invoicing and services rendered. Conducting school communication and answering school inquiries. Overseeing and approving payroll timesheets. Tracking and managing employee information/records as well as data collection. Providing employee trainings on our billing and timekeeping systems. Directing and guiding team with HR, payroll, benefits, etc. inquiries. Offering support to our variety of service lines we provide for our charter schools.

**a. Licensed Vocational Nurse- 8/2021-2/2022, 40 Hrs.**

EdLogical

LVN Supervisor. Providing Covid nasal swabs for students in LA and Pasadena County, elementary-high school. Assisting with scheduling nurses, MA's, and CNA's. Traveling to multiple school sites in one day to supervise proper testing, care, and staff. Attending weekly meetings with supervisors/managers, and school staff to facilitate new ideas for testing implementation. Collecting CPR/Covid Vaccine cards. Maintaining employee schedule and files up to date. Tracking covid cases, contact tracing, updating daily spreadsheets to kits and students sent home. Providing basic care in school health office.

Assisting company with Payroll and billing invoices.

**2. Licensed Vocational Nurse- 05/2021-8/2021, 20 Hrs.**

MediPro Staffing Services

Los Angeles CA 90028

Marylin Sheppard: 310-372-0560

Providing Covid nasal swabs for movie set productions FOX studios as a part of public health department. Assisting with questions made by Production. Providing patient teaching about test to be performed and directing patients as to where results can be obtained online.

**3.. Licensed Vocational Nurse- 1/2021-5/2021, 40 Hrs.**

NurseFinders

Los Angeles CA 90056

## Resumes of Key Personnel –Susy Ponce, Administrative Assistant

**Susana Ponce Macias | Administrative Assistant** [susien21@icloud.com](mailto:susien21@icloud.com) • (626)344-3238

### SUMMARY

Administrative Assistant and Customer Service Representative with over 10 years of experience including sales, tech support, customer care, office administration and management. Familiar with major customer care, conflict resolution, and possess a positive attitude. Aiming to use my proven skills to effectively fill the any role in your company.

### PROFESSIONAL EXPERIENCE

#### EdLogical/Point Quest Group | Administrative Assistant (August 2024- Present)

##### Tasks/Responsibilities:

- Onboarding/Offboarding: Coordinates with recruiting team with needed positions, follows up with hired candidates with their onboarding paperwork, tracks mandatory training progress and follows up with candidate, when necessary, sends and goes over EdLogical welcome packet (ensures download Microsoft Teams on their cellphones). Trains on ADP, Orders employee badges, request for electronic devices, assessment materials, therapy equipment to be returned – include Quest IT Support. Inactivate from Employee List and delete from email contacts
- Assessments: Receives AP cover sheets/signed APs reviews to ensure accuracy (signed and dated) and enters information on the tracker, Enters information on the assessment tracker, uploads APs/cover sheets into shared folders. Provides monthly notices to assessors to update the assessment tracker, goes over tracker and follows up with assessors if not updated (especially if due date has passed or is close), plugs in any missing V&H results into the tracker.
- Vision and Hearing Screenings: Coordinates with schools and nurses with regular ed and sped V&H screenings, enters confirmed regular ed V&H screenings on calendar, sends confirmation email to schools attaching template, checks V&H calendar every Monday. Confirms with schools and nurses of upcoming V&H screening schedules. Follows up with schools if template has not been received, follows up with nurses on results spreadsheets and referrals, Enters special ed V&H screening results on the tracker, Orders nurse supplies, Coordinates annual audiometer calibration meeting/training with E3 Audiometrics company
- Timekeeping: Checks professionals' ADP for any missed time or inaccuracies and follows up with employees to update, Communicates with billing department regarding any timekeeping issues or inaccuracies
- Other Duties: Updates forms, documents, and maintains databases, Liases between schools, employees, and Point Quest to direct inquiries appropriately, Attends meetings/trainings when necessary.

#### Amerinational | Loss Mitigation Administrative Assistant and Intake Processor (December 2021-August 2024)

##### Tasks/Responsibilities:

- Process loss mitigation applications, ensure all required documents are submitted. Follow through completion. Communicate with clients and borrowers via phone and email, maintaining positive relationships and high client satisfaction, Manage ZOHO inbox for the Default teams: Loss Mitigation, Collections, Bankruptcy, Process mail correspondence for Loss Mitigation, Collections, Bankruptcy. Invoice processing, Assist vendors with any invoice/payment related inquiries. Task tracking: Overview the Collections task queue in MSP and ensure these tasks are completed in a timely matter. Work on weekly/monthly delinquency reports

#### Nexgen Air Heating and Plumbing | Executive assistant, Customer Service Representative (September 2018-January 2020)

##### Tasks/Responsibilities:

- Managed CEO's schedule, ensured it remained up to date by scheduling meetings, flights, travel times and appointments
- Regularly updated office calendar and sent reminders to office and field workers via email and text before important events.
- Composed and proofread memos, letters, reports, and sales presentation folders/price books, providing accurate, concise, and updated information on company products and pricing
- Updated installation board daily to reflect all jobs being done, job costs, locations, etc.
- Ensured that all workstations/branches were stocked with necessary office supplies and uniforms.
- Social media fast response, Answered incoming calls, addressed inquiries, and resolved concerns. Transferred phone calls accordingly by branch and department.
- Scheduled calls pertaining to the sales department, and other departments.
- Entering information into the database as well as communicating schedules and schedule changes to staff and clients while working with all parties to maximize client and staff satisfaction.
- Checked and followed up with emails from existing and new customers.
- Ensured all new leads were booked in a timely manner and existing customer inquiries were taken care of.
- Generated customized weekly and monthly report on all sales calls by branch (Anaheim, Los Angeles, Palm Desert & Riverside).

### SKILLS

Experience with Microsoft Office – Word & Excel, Bilingual in English and Spanish, Patience, Problem Solving, Multitasking, Adaptability, Dedicated, loyal and dependable. Strong work Ethic

## Resumes of Key Personnel – Karla Prebanda, OT Lead

**Karla Prebanda**1368 West 17<sup>th</sup> Street San Pedro, CA • (310)567-8558 • kprebanda@gmail.com**EDUCATION**

- 
- University of St. Augustine for the Health Sciences** *September 2020- Present*  
*Master Student of Occupational Therapy*  
 ■ *Academics: 3.95 GPA*
- University of California, Los Angeles** *June 2020*  
*Major in Psychology, Minor in Education*  
 • *Academics: 3.7 GPA*




**WORK EXPERIENCE**

- 
- JTS Express** *Carson, CA*  
*Accounting Department* *March 2021 – December 2021*  
 • Quickly became familiar with the A5400 program, to ensure a timely bill statement distribution to clients
- Lucio Construction Inc** *Lawndale, CA*  
*Site Coordinator* *May 2020 – December 2020*  
 • Organize correspondences between onsite personnel and office team members, along with ensuring onsite safety and guidelines are being upheld
- Star Education: Westwood Charter Elementary School** *Westwood, CA*  
*Teacher's Assistant* *September 2017 – March 2020*  
 • Established a welcoming learning environment by encouraging dialogue and group discussions  
 • Assisted with classroom conduct, including leading small groups, one on one aid, and outdoor supervision
- Galileo Innovation Camps** *Manhattan Beach, CA*  
*Lead Instructor* *June 2019 – August 2019*  
 • Prepared and delivered multiple rotations of curriculum per day to groups of up to 40 campers  
 • Adapted curriculum throughout the day as rotations went on to ensure a better experience for campers
- UCLA Health-Division of Child and Adolescent Psychiatry** *Westwood, CA*  
*Volunteer Research Assistant* *September 2017 – June 2018*  
 • Independently led participants through various test trials whose results quantified patient's abilities  
 • Organized and updated past and current results which was crucial to the study's data analysis

**INVOLVEMENT**

- 
- Brighton Their World, UCLA** *Los Angeles, CA*  
*Vice President* *May 2019- June 2020*  
 • Co-founder of BTW, a volunteer organization that supports a primary school in Ethiopia  
 • Weekly meetings aid in the planning of events that advocate and financially support the foundation
- Kid Abilities Occupational Therapy** *Santa Monica, CA*  
*Volunteer* *September 2019- January 2020*  
 • Assist therapist by setting up and taking down swings and materials used for various therapy activities  
 • Active note taker to better service the therapist's work to confirm the child's progress during sessions
- Chi Omega Sorority, UCLA** *Los Angeles, CA*  
*Campus Outreach Chair* *September 2016 – August 2019*  
 • Members attended weekly meetings, organized social events, and participated in community outreach  
 • Philanthropic events included volunteering at local Elementary schools, fundraising for Make-A-Wish Greater Los Angeles and Reading for Kids

## Resumes of Key Personnel – Edward Hernandez, PT Lead

 Sherman Oaks, CA  
91423  
  
 (323) 774-9078  
  
 hernandez\_eduard@yahoo.com

## Edward Hernandez

### Physical Therapist, DPT

Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals.

#### Skills

- Trained in motor and cognitive skills therapy
- Skilled patient communication skills
- Patient-focused therapy

#### Work History

**2021-08 - 2024-06**

● **Physical Therapist**  
Edlogical , Los Angeles, CA

- Provided therapeutic interventions to students that were 3 year olds and above.
- Educated student about the importance of home exercise compliance to reduce functional mobility deficits.
- Attended IEP meetings and presented PT recommendations

**2021-08 - 2023-02**

● **Physical Therapist**  
Ilya Kaminsky Physical Therapy, Los Angeles, CA

- Provided therapeutic interventions that were appropriate for their condition.
- Educated patients about the importance of home exercise compliance to reduce functional mobility deficits.

**2021-08 – 2022-10**

● **Physical Therapist Intern**  
Ideal care, Los Angeles

- Helped patients improve functional mobility by prescribing appropriate interventions.
- Reviewed home environments prior to discharge and recommended improvements to meet specific needs.

#### Education

- **DPT: Physical Therapy:** University of California, San Francisco
- **Bachelor of Science: Kinesiology:** California State University, Northridge

## Resumes of Key Personnel – Chante Rogers, School Psych/MHT Lead

### Chante Rogers, M.A., M.S.

#### ***License Marriage and Family Therapist***

27955 Smyth Drive Suite 101

Valencia, Ca 91355

661-476-8071 / [chantemft@yahoo.com](mailto:chantemft@yahoo.com)

#### Professional Profile

Professionally qualified Licensed Marriage and Family Therapist and School Psychologist, 20 years' experience in counseling and social services. Accomplished in areas related to psychology: counseling ranging from individual, children, and families, instructing community college and private university psychology courses, mentoring, psychological testing, and consulting in the area of behavior, education, and mediation.

#### **Licensed Marriage and Family Therapist – Private Practice**

Valencia, Ca.

**2012-Present**

Provide Psychotherapy to clients who are children, adolescents, adults, and families. I specialize in issues surrounding parent and child conflict; adolescents who are exhibiting emotional disturbance, conduct disorder, oppositional defiant disorder, at risk, or juvenile delinquent behaviors; mood disorders; anxiety disorders; family conflict; victims of crime; domestic abuse; and overall life adversities.

#### **School Psychologist**

**2005-Present**

Conduct Psychoeducational Evaluations and reports, counseling, writing Individualized Education Plans, creating and implementing Positive, Behavior Interventions and providing staff trainings and consultation on behavior management techniques PBIS that can be utilized in a school, mental health, or juvenile camp setting.

#### Education

1997-2000	California State University Northridge, Northridge, Ca. <b>Bachelors of Art Psychology</b>
2002-2003	Antioch University of Los Angeles, Marina Del Rey, Ca. <b>Masters Clinical Psychology / Marriage and Family Therapist Concentration</b>
2003-2005	National University Los Angeles, Los Angeles, Ca. <b>Masters of Science School Psychology / Pupil Personnel Credential</b>
1997-2000	California State University Northridge, Northridge, Ca. <b>Bachelors of Art Psychology</b>

## Resumes of Key Personnel – Sara Williams, Lead School Nurse

## SARA WILLIAMS, RCSN, BS, RN

## REGISTERED NURSE

## CONTACT



805.708.4567



SaraWilliamsRN@gmail.com



Woodstock, GA

## EDUCATION

SCHOOL HEALTH SERVICES  
CREDENTIAL PROGRAM  
California State University,  
Sacramento  
2018

BACHELOR OF SCIENCE,  
BIOPSYCHOLOGY  
University of California, Santa Barbara  
2002

ASSOCIATES DEGREE, NURSING  
Santa Barbara City College  
2009

## LICENSURE &amp; CERTIFICATIONS

RN | Registered Nurse  
eNLC Compact/Multistate License  
Georgia (Home state): #RN314429

RN | Registered Nurse  
California: #766047

RCSN | School Nurse Services Clear  
Credential  
California Teaching Commission:  
#190033305

School Audiometrist Certificate | CA  
Dept of Health Care Services  
DHCS: # S-113334

BLS | Basic Life Support  
Exp. 04/2024

## PROFESSIONAL PROFILE

- Eager to learn, detail oriented, critical thinker desires to apply background in urgent care, school health services credential, and experience to build/manage/collaborate as an effective team.
- 10+ years nursing experience with 30 units graduate degree coursework and credentialing in school health services; extensive experience in policy/protocol/training module/health plan development and implementation; clinical supervision/management/training of licensed and unlicensed assistive personnel for health offices and specialized physical health services.
- Responsible for health assessment/ recommendations to IEP/504 teams for students with disabilities, chronic conditions and medically complex diagnoses.
- Organized/facilitated district wide annual hearing and vision screening.
- Responsible for district wide state immunization reporting and internal auditing.
- Multiple roles held responsible for new hire training and supervision/periodic re-evaluation of skills competency for 8+ RN's.

## EXPERIENCE

School Nurse (per diem)  
The King's Academy / Woodstock, GA, 11/22-present

- Provide health office support/first aid (per diem); provide input for the development of new policies/protocols upon request.

District Nurse (Registered Credentialed School Nurse)  
Santa Barbara Unified School District/ CA 2015-2022

- Identified barriers to care access and coordinated care/referrals/resources for students with the expressed goal of improving student educational outcomes.
- Authorized supervisor of health responsible for the clinical supervision and management of licensed, unlicensed assistive personnel, and paraeducators performing specialized physical health services and first aid.
- Provided annual training to licensed, unlicensed, administrative and teaching staff for health emergencies in the classroom and student specific health needs. Developed/implemented virtual training modules using google classroom.
- Designed/implemented individualized student health plans (ISHP's) and emergency health plans (ECP's).
- IEP/504 team member responsible for interpreting medical data and nursing health assessment/recommendations for students age 2-22 in district of 16,000 students.

## Parent Feedback

Hello,

I wanted to take a moment to share my sincere appreciation for all the care and support David has received during his first year at University Prep Value. It's been truly meaningful to see how invested the team is in understanding and supporting students in ways that respect their unique learning styles. Throughout the year, David's team consistently took the time to recognize his strengths, learning preferences, and areas of growth- with patience, encouragement, and kindness.

As I reflect on our recent Triennial IEP meeting, I felt something I haven't felt often in these settings- proud. Proud that the team now truly seems to understand the challenges David faces, and hopeful as I look ahead to his continued growth. He's come such a long way already, it's amazing to think that a year ago, David took his first brave step in expressing that he no longer wanted a BII. That felt like a huge leap- and here we are, a year later, and he managed. He couldn't have done it without the incredible support of his team: Mr. Poyer, Ms. Vazquez, Ms. Navarro, Mr. Reyes, Ms. Oh, Ms. Jackson, his counselor, Sara, and the school's psychologist, who all took the time to see and analyze the bigger picture.

A special thank you to Ms. Vazquez for leading the special education team with such empathy and professionalism. This IEP meeting felt different, in the best way. We didn't feel overwhelmed or challenged, but supported and understood, almost as if the team was truly equipped to meet David's needs- which, as many families know, can sometimes be a barrier. It was a collaborative and uplifting experience; something we deeply value.

The school's "You Matter" message is not just something printed on the walls. It's something that's lived every day. And as a parent, there's nothing more rewarding than seeing and feeling that in the environment where your child learns and grows. Thank you for all you do to create that space for him and so many others.

Warmly,

Nancy and David Sr.

## Parent Feedback

DP Drexelle Park <drexelle.park@gmail.com>   Reply  Reply all  Forward    ...

To:  Sara Cervantes;  Stephanie Tongson Fri 12/13/2024 4:31 PM

 You forwarded this message on Mon 12/16/2024 10:16 AM

To the Executives of EdLogical,

Since our son was born, we've worked with hundreds of therapists and have never had one like Melissa Mayfield.

From the very beginning, she studied all the information we provided about our son, asked questions, provided resources and showed an outstanding spirit of care, kindness, diligence and intelligence in every interaction.

We cannot believe she works with his school and gets to equip the rest of the team with her knowledge and enthusiasm to ensure he is best included and engaged regardless of his abilities.

My favorite story?








My son's physical therapist recently told us he would never be able to do squats. I told Melissa and she said, "I hate the word never" and has begun incorporating this exercise into his routine. She has shown us what to do and now our whole family has come together to start on the wall and work on squats with him. It's still in progress but I believe she's determined to make what other people say is impossible possible.


And isn't that what we all need more of?




We send this in hopes she will be recognized for all the work she does, seen and unseen, because she is irreplaceable and there is no one quite like her.

Merry Christmas from our family!

Cheers,  
Drexelle, David and our mighty Knightly

JP Jeanine Peralejo        ...

To:  Stephanie Tongson Thu 5/15/2025 12:19 PM

Cc:  Cindy Granados;  Susy Ponce  1

Great news!

We received a message from Jolie Williams (BID-GHC HS) regarding **Isaac**'s amazing work.

Please see attached message.

< **Jolie Williams GHS**  
2:48 PM, May 14

Please share with your company how impressed we are with Isaac. He has been absolutely amazing in working with our students. He got Luis in c1 to start talking to everyone. He got him a microphone headset. I have never seen Luis more happy and proud of his voice. Isaac is truly amazing. I hope he pursues education!

## Letters of Recommendation – School Partners: University Prep Value HS



July 8, 2025

To Whom It May Concern,

I am writing this letter to offer my full recommendation for EdLogical, a trusted third-party service provider that has been an essential partner in delivering high-quality special education services at our school.

EdLogical is far more than just a vendor. Their team of professionals, including counselors, adapted physical education specialists, speech and occupational therapists, one-on-one support staff, and psychologists, has become a vital extension of our school community. Each staff member brings not only technical expertise but also a deep sense of compassion and commitment to our students with disabilities.

One of EdLogical's greatest strengths is the relationships their staff members build with students. They foster meaningful connections that help students thrive academically, socially, and emotionally. Their therapists and specialists are not only knowledgeable but also responsive, flexible, and aligned with the values and mission of our school. Although they are contracted professionals, EdLogical's team has fully integrated into our culture and operates with the same care and investment as our in-house staff.

Thanks to our partnership with EdLogical, we have been able to expand and strengthen our special education services. This has directly contributed to student growth and success. Our students are better supported, more engaged, and achieving at higher levels because of EdLogical's involvement.

I confidently and enthusiastically recommend EdLogical as a provider of exceptional special education services. Their professionalism, dedication, and student-centered approach make them an invaluable asset to any school community.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. V. V. V.', is written below the 'Sincerely,' text.

## Letters of Recommendation – School Partners: Gorman Learning Charter Network



To Whom It May Concern,

It is with great enthusiasm that I write this letter of recommendation for EdLogical/Point Quest. As a long-standing partner of Gorman Learning Charter Network, EdLogical/Point Quest has consistently demonstrated professionalism, dedication, and a student-centered approach that aligns perfectly with our educational mission.

Over the years, EdLogical/Point Quest has provided a wide range of high-quality services tailored to meet the diverse needs of our students. Whether through in-person, hybrid, or virtual delivery models, their team has shown a remarkable ability to adapt and ensure continuity of support across various educational settings. Their providers are not only skilled and knowledgeable but also genuinely committed to doing what is best for the students they serve.

One of the most commendable aspects of our partnership is the responsiveness and effectiveness of the EdLogical/Point Quest administrative team. In instances where issues or miscommunications have arisen, as in any collaborative effort, their staff has acted swiftly and professionally to resolve concerns and restore seamless service.

We truly value the partnership we have built with EdLogical/Point Quest and appreciate their unwavering commitment to excellence. I am confident that our continued collaboration will yield even greater success in the years to come.

Sincerely,

*Briannon Argueta*

Briannon Argueta

Director of Special Education

Gorman Learning Charter Network

## **EdLogical Provider Feedback from Clients**

Ninoska is incredible! First and foremost she is excellent with communication and such a team player. She really connects with our parents and takes the time to break down her report and ensure they understand everything. Her reports are so enlightening and really drive how we support students. She is patient with student needs to ensure they can do their best and honors their efforts with small gift cards. Ninoska is a dream to work with!

-Megan Jackson, Downtown Value School

If there was a word above exceptional, that would describe Karla! The staff at CWC knows her as one of our own staff; she is responsive, thoughtful, and goes above and beyond! The kids love her and are always asking to be pulled out by her. She is thoughtful about her IEP creation, and flexible based on others' information and family requests.

-Shay Levy, Citizens of the World

Melissa Mayfield is a great team member and IEP participant. Melissa's ability to build relationships with the students she serves is also an area of strength.

-Richard Matas, PUC Schools

Melissa is a huge help and the students enjoy the days she comes to help work with them.

-Cara Blumfield, El Camino Real HS

Anna is a great individual to work with. Willing to relocate rooms whenever it's needed

-Yazmin Castaneda, Everest Value School

Jessica was wonderful with the engagement she had with our students. She knew how to build content that centered on who they were and treated them like humans, not kiddos with a disability. She always communicated her availability and worked with the schedule in a way that supported their academic and motor development.

-Triola Ndiaye, The Palmdale Aerospace Academy

Va Hudson is consistently professional, highly collaborative, and seamlessly integrates into our team. She responded promptly to our emails and questions.

-Gayane Mgshyan, El Camino Real Charter

Wendy Keller does a great job working with the students and they all really like her. She also does a great job collaborating with staff and integrating into our team.

-Maureen Davis, Orange County School of Arts

Jaquelyn is very professional and we would like her back for next school year.

-David Zitin, Olive Grove Charter School

Whitney is very good with students, staff, and parents. She gives a warm, welcoming attitude so she is easy to talk with. She is very knowledgeable, and has always gone above and beyond to help support students and parents understand what disability their

child has, what we can do to help, and her counseling services. We really love having Whitney at our school.

-Sarah Dyroff, Temecula International Academy

Carly has been a great addition to the team to develop appropriate supports for our students. She takes initiative as is proactive with asking for clarification when needed.

-Karina Cruz, Central City Value School

Jessica jumped right in and is flexible when working with the crazy space scheduling issues we have had. She made herself available to do make up minutes for students as well.

-Dr. Jennifer Saltos, L.A. Alliance MIT School

Sara is incredible! She is very professional and goes out of her way to find and share resources with parents. She will often go out of her way to attend grade level meetings to support teachers and provide insight on how to support our students. Sara is always available for check ins or to offer advice. She is incredible valuable to the UP team and our students.

-Megan Jackson, Downtown Value School

Jane has been punctual for our IEP meetings and she has met her IEP compliance dates with no issues. Jane is professional with the parents when she is reporting and sharing information at IEP meetings. We can always count on Jane in completing all requirements for an IEP.

-Erika Najera, Vista Public Schools

Aseneth was always very responsive to me and asked follow questions for anything she needed during testing. Any time she had further questions about a student, she would reach out with more paperwork to make sure students were getting appropriate supports.

-Phoebe Markiles, Downtown Value School

Katherine is an exceptional school therapist, she provides amazing support to the students and staff. It is wonderful working with her.

-Angelique Enriquez-Oliva, Vista Charter School

Melissa is a gem. She was such a great fit to our school community. She was adaptable, transparent, and built authentic relationships with staff , caregivers and students.

-Natasha Vargas, Citizens of the World

## **Ability to Provide Necessary Services**

EdLogical is capable and prepared to provide all necessary special education and related services, continuing its support for MPS schools. EdLogical's robust roster of professionals and associates spread throughout Southern California allows the ability to cover all of MPS school requests.

## **Organization and Resources Utilization**

EdLogical is comprised of an administrative team, the professionals, and the associates. In the administrative team there is the operations manager, administrative services manager, team leads, and an administrative assistant. The administrative team manages all aspects of the business such as contracts, invoicing/billing, service requests, staff assignments, data tracking, customer/client services and inquiries, and personnel management. EdLogical professionals are assessors, therapists, and nurses whereas the EdLogical associates are behavioral aides and instructional assistants.

EdLogical provides a plethora of employee resources to employees and is at their disposal. From technological resources such as Microsoft and Google platforms, tools and apps, therapy resources such as Super Duper or access to QGlobal, as well as therapeutic equipment and educational games and toys, EdLogical providers are given tools to successfully carry out their assignments in their specialty fields. EdLogical also grants employees with continuing education opportunities so that they are up to date with information and new/revised guidelines pertaining to their jobs. Moreover, EdLogical employees are offered a series of internal professional development trainings to enhance their skills and knowledge to better serve our school partners and their students.

## Financial Proposal

### Customary Fees - Rate sheet

<b>EdLogical Services (Assessments, Services, and School/Student Support)</b>	<b>Minimum Hours On-Site Fee</b>	<b>Hourly Rate</b>
Adapted Physical Education Teacher (APE)	4	\$105
Assistive Technology Specialist (AT)	2	\$150
Associate Marriage & Family Therapist (AMFT)	7	\$80
Audiologist (AUD)	2	\$168
Behavioral Aide (BA)	7	\$50
Board Certified Behavior Analyst (BCBA)	3	\$122
Certified Nurse Assistant (CNA)	7	\$60
Certified Occupational Therapy Assistant (COTA)	3	\$80
Credentialed School Nurse (CSN)	4	\$120
Deaf and Hard of Hearing Teacher/Specialist DHH)	2	\$122
Instructional Assistant (IA)	7	\$45
Licensed Marriage & Family Therapist (LMFT)	7	\$95
Licensed Vocational Nurse (LVN)	7	\$78
Medical Assistant (MA)	7	\$60
Occupational Therapist (OT)	3	\$134
Office Assistant (OA)	7	\$45
Orthopedic Impairment Specialist (OI)	2	\$150
Physical Therapy Assistant (PTA)	4	\$80
Physical Therapist (PT)	3	\$135
Recreational Therapist (RT)	3	\$134
Registered Nurse (RN)	7	\$110
Resource Specialist Teacher (RST)	4	\$100
School Administrator/Special Ed Coordinator (SA/SEC)	4	\$220
School Psychologist (SP)	3	\$125
Speech and Language Therapy Assistant (SLPA)	4	\$80
Speech and Language Therapist (SLP)	3	\$134
Translation Report Services (TRS)	4	\$94
Visually Impaired Specialist (VI)	4	\$150

**\*Virtual assessments and services – 1 hour minimum**

## **Cost Breakdown**

Cost breakdown is to be determined by MPS schools' needs such as service provision request, how many providers per site, and number of hours per provider is required per day. Once services are confirmed for the 2025-2026 academic year, EdLogical can provide a cost breakdown per site. An individual service agreement (ISA) can be provided by MPS. The ISA calculates based on the domain, time and frequency of services, and hourly rate to determine the cost of services.

## **Project Approach**

### **Understanding of the Proposed Assignment**

EdLogical understands that MPS is seeking a vendor that can provide special education and related services for the 2025-2026 academic year who has at least one year of experience providing services as listed on the RFP. EdLogical further understands that MPS schools are seeking an NPA that will comply with the Individuals with Disabilities Education Act (IDEA) and the Family Education Rights & Privacy Act (FERPA) as well as other applicable federal laws related to the performance of both initial and re-evaluation of suspected student disability. In addition, EdLogical understands, through experience working with MPS schools, of all school rules, policies, and procedures to be followed by visiting providers. EdLogical will assign qualified, licensed, experienced, and knowledgeable providers to continue to deliver exemplary and compliant services to MPS schools.

### **Definitions of the Process, Implementation Plan, and Limitations**

EdLogical will employ a structured project management methodology which is flexible and collaborative with MPS schools. The initial phase of the project would begin with the requests from MPS schools:

- Initial Requests:
  - Assessment Requests: MPS school requestor will provide EdLogical with signed assessment plans accompanied by EdLogical's cover sheet, which supplies data needed to conduct the assessment. MPS is to email this request to Stephanie Tongson and Susy Ponce, in which Stephanie and Susy will confirm the assessment with a provider and once confirmed, will coordinate the assessment date/time with MPS.

- Service Requests: MPS school requestor will email Stephanie Tongson and Susy Ponce a request for related services. Stephanie and Susy will confirm with EdLogical providers on availability. Once a provider confirms, Stephanie and Susy will email MPS school requestor to coordinate services.
- Vision and Hearing Screenings: EdLogical will produce a vision and hearing screening request link periodically throughout the academic year. Susy Ponce coordinates the nurses for confirming screenings.
- New Service Requests: EdLogical will produce a service request link periodically throughout the academic year for new service requests. Stephanie Tongson manages the new requests and coordinates these new assignments with school partners.
- If MPS schools would prefer to send email requests, EdLogical will comply and answer all email requests and inquiries within 2 business days.
- Upon Confirmation of Assignments:
  - An initial email introduction is sent amongst the assigned EdLogical providers and MPS school requestor so that a communication plan is established to ensure timely and relevant information is shared among EdLogical providers and MPS special education team members.
  - EdLogical will conduct assessments and/or deliver the services in accordance with the student's individualized education plan (IEP) and in compliance with IDEA/FERPA.
  - The EdLogical administrative team would oversee all assignment requests and coordinates with MPS schools' special education team to ensure that deliverables are met based on special education timelines.
- Quality Assurances:
  - Progress is monitored and tracked by the EdLogical administrative team in weekly reviews of the internal master assessment tracking sheet and the services tracking sheet.
  - EdLogical leads are in place to hold bi-weekly meetings with their teams to assess the progress of assessments and services.
  - Monthly reports from the special education databases are pulled to monitor and ensure services are met in accordance to the students' IEP.

Since MPS schools and EdLogical have worked closely for the 10+ years, workflow and the systems that are in place to deliver services are established and are in great working condition. Edlogical employees work as a team and in collaboration with the school staff and are always accessible to check in/update school staff on the status of assessments or service provision (or

regularly provide updates, etc.). EdLogical does not have any limitations regarding the implementation of the project plan.

## **List of Key Staff Members**

### Stephanie Tongson - Operations Manager

- 20+ years of work experience in the field of special education
- 10+ years of work experience with Los Angeles County Office of Education in the Juvenile Courts and Community Schools special education and the Division of Curriculum and Instruction in the Multilingual Academic Support Unit
- 10+ years with EdLogical Group

### Cindy Lopez Granados- Administrative Services Manager

- 7+ years of active LVN license
- 4 years with EdLogical
- Promoted in 2022 as the Administrative Services Manager

### Susana Ponce- Administrative Assistant

- 1 year work experience with EdLogical

### Lead OT: Karla Prebanda

- Obtained OT license in 2020
- 3 years work experience with EdLogical
- 1 year as lead OT

### Lead Nurse: Sara Williams

- Credentialed school nurse since 2015
- 3+ years work experience with EdLogical
- 1 year as lead school nurse

### Lead PT: Edward Hernandez

- 7 years work experience as a PT
- 4 years work experience with EdLogical
- 1 year as a lead PT

### Lead School Psychologist:

- 20 years work experience as a School Psychologist
- 8 years work experience with EdLogical
- 2 years as a lead School Psychologist and Mental Health Therapist

## Training and Support

### Company Trainings

The professional development trainings that EdLogical can offer are, but not limited to:

- AAC Device (Assistive Technology)
- Behavior support
- Dyslexia
- Diabetes and Insulin
- Medication Administration
- Scoliosis
- Seizure Plan
- Toileting and Diapering
- Tube Feeding

### Vendor Support Facilities

EdLogical currently does not have facilities that can be utilized.

### Vendor Users/Client's Community

EdLogical communicates new and updated service offerings, important company or service information, and shares resources with clients electronically through email. Additionally, the EdLogical website [www.edlogicalpq.com](http://www.edlogicalpq.com) is a great resource to learn more about the company and its service offerings, find request links, and submit inquiries.

### Additional Proposed Trainings/Cost Breakdown

Training is double the hourly rate of the professional expert who conducts the training. For instance, if MPS contracts for a PD training in seizure plan, our credentialed school nurse would conduct the training. Therefore, the rate would be double the hourly rate of the credentialed school nurse per the EdLogical rate sheet.

### Additional Services

All EdLogical services are listed on the rate sheet and additional fees page.

## Pricing

### Flat Daily Rate

Not applicable

### Flat Hourly Rate and Specific Cost Per Service

All service provisions are on an hourly rate with minimums for onsite services. A one hour minimum is set for all virtual service provisions. Please see below rate sheet for explanation. For any specific costs per service, this will be listed under the “Additional Fees” of our rate sheet below. If there are other service provision requests that MPS schools may have, it can be added to our rate sheet upon further discussion.

#### EdLogical Group Rate Sheet

EdLogical Services (Assessments, Services, and School/Student Support)	Minimum Hours On-Site Fee	Hourly Rate
Adapted Physical Education Teacher (APE)	4	\$105
Assistive Technology Specialist (AT)	2	\$150
Associate Marriage & Family Therapist (AMFT)	7	\$80
Audiologist (AUD)	2	\$168
Behavioral Aide (BA)	7	\$50
Board Certified Behavior Analyst (BCBA)	3	\$122
Certified Nurse Assistant (CNA)	7	\$60
Certified Occupational Therapy Assistant (COTA)	3	\$80
Credentialed School Nurse (CSN)	4	\$120
Deaf and Hard of Hearing Teacher/Specialist DHH)	2	\$122
Instructional Assistant (IA)	7	\$45
Licensed Marriage & Family Therapist (LMFT)	7	\$95
Licensed Vocational Nurse (LVN)	7	\$78
Medical Assistant (MA)	7	\$60
Occupational Therapist (OT)	3	\$134
Office Assistant (OA)	7	\$45
Orthopedic Impairment Specialist (OI)	2	\$150
Physical Therapy Assistant (PTA)	4	\$80
Physical Therapist (PT)	3	\$135
Recreational Therapist (RT)	3	\$134
Registered Nurse (RN)	7	\$110
Resource Specialist Teacher (RST)	4	\$100
School Administrator/Special Ed Coordinator (SA/SEC)	4	\$220
School Psychologist (SP)	3	\$125
Speech and Language Therapy Assistant (SLPA)	4	\$80
Speech and Language Therapist (SLP)	3	\$134
Translation Report Services (TRS)	4	\$94
Visually Impaired Specialist (VI)	4	\$150

**\*Virtual assessments and services – 1 hour minimum**

<b>Additional Fees</b>		
Administrative Tasks	Administrative tasks related to assignments such as communications with school coordinators/staff and parents/guardians; Setting up and preparing for assessments and sessions; Caseload and set up and session preparation; Documentation into databases; SEIS/Welligent tasks; Research tasks; Running reports; Housekeeping tasks	1-30 minutes: at .50 minimum hourly rate  31-60 minutes: at 1-hour minimum hourly rate  61 minutes and above: hours worked at hourly rate
Breaks	CA mandated breaks will be billed to school site if provider is requested to work without break for more than 5 hours	Hourly rate
Consultation	Collaboration with school staff, parents/guardians and/or IEP team for consultation/conference meetings; Review of student records	1 hour minimum at hourly rate
Drive Time	If provider drives more than 30 miles one way	Hourly rate
IEP Development/Attendance	Assessment/services coordination; IEP review; Progress reports; Session notes; Attending IEP meetings; Database upload of IEP documents and completing information	1 hour minimum at hourly rate
Lesson/Session Planning	Lesson and session planning in preparation of service delivery, teaching, and caseload management	1 hour minimum at hourly rate
No Show/Cancellation/Absence	Cancellation made without a 24-hour notice of scheduled service, assessment, or meeting	Hourly rate
Professional Development/Staff Trainings	In-person or virtual training: Coordination, prep and training time	Double hourly rate
Rush Assessment Requests	<ul style="list-style-type: none"> <li>Academics, APE, AT, Audiological, DHH, FBA, health, OI, OT, PT, and VI: requested less than 10 business days before due date</li> <li>Psych and speech: requested less than 15 business days before due date</li> </ul>	1 1/2 hourly rate
Schedule Changes	School provides 24-hour notice of any changes in the school or students' schedule that will impact the provider's scheduled visit.	Hourly rate
School Closure	Unforeseen power outage, natural disaster, school closures, etc. without 24-hour notice	Half of scheduled time
Special Assessment Tools	Special assessment tools that require provider to utilize to assess students	Hourly rate
Supervision	Supervision of interns or assistants	Hourly rate
Travel Time – Long Distance Over 60+ miles	If travel accommodations are required	\$300/day per provider

## **Assurances and Insurance Requirements**

EdLogical shall meet the insurance requirements as in Exhibit B.

EdLogical shall comply with the requirements as in Exhibit C.

EdLogical shall comply with HIPPA/FERPA and related laws including Student Online Personal Information Protection and Student Data Privacy Agreement.

## Appendices

### Non-Public Agency (NPA) Certification



California Department of Education  
Nonpublic Agency (NPA) Certification  
Date: December 31, 2024

NPA: EdLogical Corporation-Long Beach  
NPA Identification Code: 9900281  
Site Administrator: Sara Cervantes  
Mailing Address: 111 West Ocean Boulevard 4th Floor  
City: Long Beach State: California Zip Code: 90802

NPA Authorized to Provide Services at NPA Site: ☐ Yes

Site Address:

City: State: California Zip Code:

Grades: Prekindergarten to 12  
Ages: 3 to 22 Student Gender: All

2025 Certification Status: Conditional

Maximum Student Capacity: 76+

Effective Dates: January 01, 2025 through December 31, 2025

☐ Amended

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Authorized to Provide the Following Related Services:

<input checked="" type="checkbox"/> APE	<input checked="" type="checkbox"/> BII	<input checked="" type="checkbox"/> LSDR	<input checked="" type="checkbox"/> PCT	<input type="checkbox"/> SDTI	<input type="checkbox"/> VECD
<input checked="" type="checkbox"/> AS	<input checked="" type="checkbox"/> CG	<input type="checkbox"/> MT	<input checked="" type="checkbox"/> PS*	<input checked="" type="checkbox"/> SW	<input checked="" type="checkbox"/> LI: Deaf and Hard of Hearing
<input checked="" type="checkbox"/> ATS	<input type="checkbox"/> EE	<input type="checkbox"/> OM	<input checked="" type="checkbox"/> PT	<input type="checkbox"/> TS	<input type="checkbox"/> Other:
<input checked="" type="checkbox"/> BID	<input checked="" type="checkbox"/> HNS	<input checked="" type="checkbox"/> OT	<input type="checkbox"/> RS	<input type="checkbox"/> VS	*Other than Assessment and IEP Development

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.

## Certificate of Insurance Example

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE: (MM/DD/YYYY) 08/30/2024			
<p>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.</p> <p>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).</p>							
<b>PRODUCER</b> Aon Risk Services, Inc of Florida 701 Brickell Avenue Suite 3200 Miami FL 33131 USA			<b>CONTACT</b> NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:				
<b>INSURED</b> EDLOGICAL GROUP CORP 111 W. OCEAN BLVD 4TH FLOOR Long Beach CA 90802 USA			<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>		
			INSURER A: Zurich American Ins Co		16535		
			INSURER B: General Star Indemnity Company		37362		
			INSURER C: Philadelphia Indemnity Insurance Company		18058		
			INSURER D: Lloyd's Syndicate No. 2623		AA1128623		
			INSURER E: Lloyd's Syndicate No. 3623		AA1120055		
			INSURER F: Vantage Risk Specialty Insurance Company		16275		
<b>COVERAGES</b> <b>CERTIFICATE NUMBER: 570107942952</b> <b>REVISION NUMBER:</b>							
<p>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.</p> <p style="text-align: right;">Limits shown are as requested</p>							
INSUR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			W35AD3240201 SIR applies per policy terms & conditions	09/01/2024	09/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (If a commercial) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROPAISO \$3,000,000 SIR \$100,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2597821005	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (If a accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DEDUCTIBLE \$5,000
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION			P03HC0000066250 (XS GL/Medical Prof.)	09/01/2024	09/01/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE / OFFICER / MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC819849100	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE- EA EMPLOYEE \$1,000,000 E.L. DISEASE- POLICY LIMIT \$1,000,000
B	Excess Auto Liability Coverage			IXG677435A	09/01/2024	09/01/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance.							
<b>CERTIFICATE HOLDER</b> Edlogical Group Corp. 111 W. Ocean Blvd., 4th Floor Long Beach CA 90802 USA				<b>CANCELLATION</b> 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 Aon Risk Services Inc. of Florida			

Holder Identifier:

Certificate No.: 570107942952



W9

<b>Form W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give form to the requester. Do not send to the IRS.																																																		
<b>Before you begin.</b> For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.																																																				
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  <b>EdLogical Group Corp</b>																																																				
2 Business name/disregarded entity name, if different from above.																																																				
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.																																																				
<input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____																																																				
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)																																																				
5 Address (number, street, and apt. or suite no.). See instructions. <b>9355 E Stockton Blvd., Ste 230</b>																																																				
6 City, state, and ZIP code <b>Elk Grove, CA 95624</b>																																																				
7 List account number(s) here (optional)																																																				
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10">Employer identification number</td> </tr> <tr> <td style="width: 25%;">4</td> <td style="width: 25%;">5</td> <td style="width: 25%;"> </td> <td style="width: 25%;">3</td> <td style="width: 25%;">7</td> <td style="width: 25%;">5</td> <td style="width: 25%;">9</td> <td style="width: 25%;">1</td> <td style="width: 25%;">9</td> <td style="width: 25%;">9</td> </tr> </table>			Social security number																				OR										Employer identification number										4	5		3	7	5	9	1	9	9
Social security number																																																				
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4	5		3	7	5	9	1	9	9																																											
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>Sign Here</b></td> <td style="width: 45%;">Signature of U.S. person <i>Carrie Nink</i></td> <td style="width: 40%;">Date <b>4/7/2025</b></td> </tr> </table>			<b>Sign Here</b>	Signature of U.S. person <i>Carrie Nink</i>	Date <b>4/7/2025</b>																																															
<b>Sign Here</b>	Signature of U.S. person <i>Carrie Nink</i>	Date <b>4/7/2025</b>																																																		

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



EdLogical Group, a non-public agency, has over 15 years of experience in delivering a wide array of services to charters and districts statewide



It is our mission to provide outstanding care and exemplary service to all students. EdLogical strives to educate the whole child so that they can grow to be productive and influential leaders of their communities. We are committed educators who strive to help students to reach their highest academic potential and post-secondary endeavors. It is our hope that by providing optimal educational services we can build a foundation that ensures academic excellence, self-assurance, and self-confidence.



## SERVICE OFFERINGS



### SPECIAL ED SERVICES & ASSESSMENTS

Academic Assessments  
Adapted Physical Education  
Assistive Technology  
Audiology  
Behavior Intervention Development  
Case Management  
Deaf and Hard of Hearing  
DIS Counseling  
Functional Behavior Analyst  
Health Assessments  
Occupational Therapy  
Orthopedic Impairment  
Physical Therapy  
School Psychology  
Speech and Language Therapy  
Visually Impaired



### OTHER SCHOOL SERVICES

Administrative Assistance  
Behavioral Aides (CPI Trained)  
Clerical Support  
Instructional Assistance  
Professional Development Trainings  
Translation Services  
Vision and Hearing Screenings



### WE'RE HERE FOR YOU

323-484-8964  
[www.edlogicalpq.com](http://www.edlogicalpq.com)



SCAN TO REQUEST SERVICES AND ASSESSMENTS





## Vision and Hearing Screenings



### PROGRAM DESCRIPTION

EdLogical Group is a non-public agency whom for the past 15 years have partnered with schools to complete the California state-mandated regular ed and special ed vision and hearing screenings. EdLogical has an efficient system in place to schedule and coordinate vision and hearing screenings which ensures our clients are in compliance with the state requirements. In addition, EdLogical completes special ed health summary reports in preparation of students' initial and tri IEPs. Vision and hearing screenings and health summary reports are completed by experienced and knowledgeable credentialed school nurses who are dedicated to providing excellent services to the schools we serve.

#### REGULAR ED VISION AND HEARING SCREENINGS:

California state mandated regular ed vision and hearing screenings are:

**Vision and Hearing:** TK or K, 2, 5, 8, Sped

**Hearing Only:** 10 and / or 11

**Color Screening Only:** 1st Grade Boys

#### SPECIAL ED VISION AND HEARING SCREENINGS AND HEALTH SUMMARY REPORTS:

Special ed vision and hearing screenings and health summary reports are conducted and completed in preparation for students' initial or tri IEP.



### SCHEDULING VISION AND HEARING SCREENINGS:

Please scan the QR code  
or email Stephanie Tongson:  
[stephanietongson@edlogical.com](mailto:stephanietongson@edlogical.com)



**TO REQUEST FOR HEALTH SERVICES:** Email Stephanie Tongson at [stephanietongson@edlogical.com](mailto:stephanietongson@edlogical.com)



Point Quest

A Member of the Point Quest Group



2025 - 2026

## **SERVICES AGREEMENT**

**Magnolia Science Academy**

**&**

**EdLogical Group Corp**

**EdLogical Group Corp (“Company”)  
TERMS OF SERVICE AGREEMENT**

This Agreement made on this **April 30, 2025**, Between Customer and Company (hereinafter the “Agreement”)

**BETWEEN: Magnolia Science Academy, 250 East 1st Street Suite 1500 Los Angeles, California 90012(hereinafter the "Customers")**

**AND:**

**EdLogical Group Corp. 9255 E. Stockton Blvd. Suite 224, Elk Grove, CA 95624 (hereinafter the “Company”),**

**WHEREAS:** Company EdLogical Group Corp to provide Special Education, Health Services and Non-Special Education to the under the terms and conditions of this Agreement and the Schedules as defined and Services Fees:

**Appendix A**

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, Customer and Company hereby agree as follows:

**ARTICLE I**

**TERMS & SERVICES**

Both Company and Customer agree that any and all services entered in to between Company and Customer will follow the service schedules detailed within this Agreement.

Additionally, both parties agree that the general terms of this Agreement will apply to the general relationship between each subsequent service pursuant to this Agreement undertaken by the parties, unless modified by the prior written consent of both parties. Additional services schedules (hereinafter the “Schedules”) shall be developed and agreed to by the parties, in concordance with this Agreement. The terms of the Schedules shall control in the event of any conflict between this Agreement and subsequently developed Schedules.

As of the Effective Date of this Agreement (as set forth in Section 4.0 in this Agreement), Customer shall, under the terms and conditions of this Agreement and any additionally developed Schedules, cause Company to provide the services as defined in any Schedules (hereinafter the “Terms of Service”).

<b>RATE SHEET</b>		
<b>EdLogical Services (Assessments, Services, and School/Student Support)</b>	<b>Minimum Hours On-Site Fee</b>	<b>Hourly Rate</b>
Adapted Physical Education Teacher (APE)	4	\$105
Assistive Technology Specialist (AT)	2	\$150
Associate Marriage & Family Therapist (AMFT)	7	\$80
Audiologist (AUD)	2	\$168
Behavioral Aide (BA) – CPI Trained	7	\$48
Board Certified Behavior Analyst (BCBA)	3	\$122
Certified Nurse Assistant (CNA)	7	\$60
Certified Occupational Therapy Assistant (COTA)	3	\$80
Credentialed School Nurse (CSN)	4	\$112
Deaf and Hard of Hearing Teacher/Specialist (DHH)	2	\$122
Instructional Assistant (IA)	7	\$42
Licensed Marriage & Family Therapist (LMFT)	7	\$95
Licensed Vocational Nurse (LVN)	7	\$78
Medical Assistant (MA)	7	\$60
Occupational Therapist (OT)	3	\$134
Office Assistant (OA)	7	\$45
Orthopedic Impairment Specialist (OI)	2	\$150
Physical Therapy Assistant (PTA)	4	\$80
Physical Therapist (PT)	3	\$135
Registered Nurse (RN)	7	\$110
Resource Specialist Teacher (RST)	4	\$100
School Administrator/Special Ed Coordinator (SA/SEC)	4	\$220
School Psychologist (SP)	3	\$120
Speech and Language Therapy Assistant (SLPA)	4	\$80
Speech and Language Therapist (SLP)	3	\$134
Translation Report Services (TRS)	4	\$94
Visually Impaired Specialist (VI)	4	\$150

**\*Virtual assessments and services – 1 hour minimum**

<b>Additional Fees</b>		
Administrative Tasks	Documentation, session prep, school/parent/guardian communications, SEIS/Welligent tasks, meeting invites, compliance file review, preparation time, supervision of interns or assistants, special assessment tools that are required to assess student	1-30 minutes at .5 minimum hourly rate.  30-60 minutes at 1 hour minimum hourly rate  60 minute and above at hours worked hourly rate
Breaks	CA mandated breaks will be billed to school site if provider is requested to work without break for more than 5 hours	Hourly rate
Consultation	Collaboration with school staff, parents/guardians and/or IEP team for consultation/conference meetings	1 hour minimum at hourly rate
Drive Time	If provider drives more than 30 miles one way	Hourly rate
IEP Development/Attendance	Caseload setup, IEP review, progress reports & session notes	1 hour minimum at hourly rate
Lesson/Session Planning	Lesson and session planning	1 hour minimum at hourly rate
No Show/Cancellation/Absence	Cancellations made within 24 hours of scheduled service, assessment, or meeting	Hourly rate
Professional Development/Staff Trainings	In-person or virtual training: Prep and training time	Double hourly rate
Rush Assessment Requests	<ul style="list-style-type: none"> <li>Academics, APE, AT, Audiological, DHH, FBA, health, OI, OT, PT, and VI: requested less than 10 business days before due date</li> <li>Psych and speech: requested less than 15 business days before due date</li> </ul>	1 1/2 hourly rate
Schedule Changes	School to provide 1 business day notice of any changes in the school or students' schedule that will impact the provider's scheduled visit.	Hourly rate
School Closure	Unforeseen power outage, natural disaster, school closures, etc. without 24-hour notice	Half of scheduled time
Travel – Long Distance (60+ miles)	If travel accommodation is required	\$300/day per provider

## **ARTICLE II**

### **PAYMENT**

Company shall invoice Customer for the Terms of Service no greater than once per month. The invoice shall detail all Terms of Service provided to Customer during the prior 30-35 days, including the rate of services provided, and the charge for the services. **Customer shall pay all invoices within 30 days of receipt.**

Payment shall be made by check mailed to Company mailing address on the invoice.

Any dispute regarding invoices must be made by Customer in writing or email to Company within the initial 30-day payment period. This written notice must be sent to EdLogical Group Corp. Payment by the Customer shall not constitute a waiver of any right or remedy by the Customer provided under this Agreement or by law.

## **ARTICLE III**

### **RECORDS**

Customer and Company both agree to keep accurate and complete account books, records, and other documents relevant to this Agreement and any Schedule (hereinafter the "Records"). The parties shall keep such Records for a period of Three years after the expiration of this Agreement.

The Records will be available for copying, review and inspection by any agent or qualified representative of a party to this Agreement. Copying will be made at the expense of the requesting party and inspections shall take place at the location where the parties agree. Inspections shall be requested with a notice period of ten business days by written request. Any Confidential Information (as defined in Section 13.4 in this Agreement) disclosed by the inspection shall be kept confidential to the extent allowable by applicable law. Any modification to the terms of this clause must be in writing and signed by both parties.

## **ARTICLE IV**

### **TERM AND TERMINATION**

This Agreement shall commence on **July 1, 2025 (the "Effective Date")** and terminate on **June 30, 2026** (hereinafter the "Expiration Date").

This Agreement may be terminated by either party, upon ninety (90) days written notice to the other party, with or without cause.

The Company and Customer shall cooperate with each other to comply with all state and federal applicable special education laws. Failure to cooperate by either party is cause for this Agreement to be

immediately revoked.

This Agreement may be terminated by insolvency of either party, immediately upon written notice to the other party. Insolvency shall be defined as a party voluntary filing, or, when a party has an involuntarily petition filed against it under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code.

In the event that this Agreement is terminated, both Customer and Company shall be required to fulfill all obligations under this Agreement in connection with services described herein made prior to Agreement termination.

Upon termination of this Agreement, each party shall return all relevant property including Confidential Information (as defined in Section 13.4 in this Agreement) and Customer information received from the other party under the dictates of this Agreement.

## **ARTICLE V**

### **RELATIONSHIP OF PARTIES**

The relationship between Customer and Company shall be limited to that of **Independent Contractors**. Neither party shall undertake any actions that would imply or seek to establish any partnership, ownership, employment, joint venture or trust relationship between the parties, unless this Agreement is modified as such with the mutual consent of both Customer and Company and is formalized in writing and is signed by both parties. The Customer shall have no employment relationship with any of Company's employees or agents. Company shall exercise day-to-day control over and supervision of such individuals including but not limited to hiring, evaluation, instruction, scheduling, direction, promotion, demotion, compensation, employee benefits, discipline and discharge

No Hiring policy: Customer agrees that during the term of this Agreement, Customer agrees not to solicit to whom EdLogical hires or contracts with during the term of the Agreement, without the advance written consent of Company. EdLogical may grant or deny the request by the Customer. Should Company so consent, Company shall be entitled to an employee hiring fee (the 'Hiring Fee') equal to twenty-five percent (25%) of the hired individual's base salary or a maximum fee of \$30,000.

## **ARTICLE VI**

### **REPRESENTATIONS AND WARRANTIES OF COMPANY**

Company hereby represents covenants and warranties that Company is a valid corporation in good standing under the laws of the State of California, that this Agreement and any and all subsequently developed Schedules constitute a valid, legal and binding obligation upon Company, legally enforceable against Company except as limited by bankruptcy or other reorganizations that impact credit issues. Company, as of the

Effective Date of this Agreement, represents that Company has taken all necessary action for the execution and delivery of this Agreement and any relevant Schedule.

Company further warrants that the execution and delivery of this Agreement, the Original Schedule and relevant Schedule do not modify, violate, cancel, terminate, or modify in any substantive manner any material contract to which Company is a party. Additionally, Company is not required to give notice to any third party or obtain the consent of any person for the execution and delivery of this Agreement.

Company is, to its knowledge, and will be at all times during the performance of this Agreement, in compliance with all applicable state, federal and local rules, regulations and laws. Further, Company represents that Company is not currently in default of any agreement or contract.

The aforementioned representations and warranties made by Company to Customer shall survive the termination of this Agreement and any Schedule.

## **ARTICLE VII**

### **INDEMNIFICATION AND LIMITATIONS ON LIABILITY**

Company agrees to hold harmless, indemnify and defend Customer and each individual or entity that is an agent, affiliate, partner, officer or stockholder against any and all claims, losses, liabilities, damages and expenses, including legal fees, fines, judgments, settlement amounts all made in connection with, or arising from errors in any representation or warranty made by Company under this Agreement, any breach of

the Agreement by Company, or any omission or negligent act by Company in connection with this Agreement, provided that such negligent act, omission, or error was not done at the direction of Customer.

Customer agrees to hold harmless, indemnify and defend Company and each individual or entity that is an agent, affiliate, partner, officer or stockholder against any and all claims, losses, liabilities, damages and expenses, including legal fees, fines, judgments, settlement amounts all made in connection with, or arising from errors in any representation or warranty made by Customer under this Agreement, any breach of the Agreement by Customer, or any omission or negligent act by Customer in connection with this Agreement, provided that such negligent act, omission, or error was not done at the direction of Company.

Customer and the Company and its agents, employees, and sub-contractors shall obey all applicable local, state, and federal laws in the performance of this Agreement, including, but not limited to minimum wages and/or prohibitions against discrimination.

Company officers, agents, employees and/or sub-contractors shall comply secure and maintain in force such licenses, permits, and health or legal clearances as required by CDE law, in connection with the furnishing of the services to students of the Agency.

Company shall comply with Education Code section 45125.1 regarding fingerprinting. Company or their sub-contractors shall bear their own costs of fingerprinting.

Company shall comply with Education Code section 49406 regarding examination for tuberculosis.

Company or their sub-contractors shall bear their own cost of tuberculosis screening.

Company will only provide Customer with staff which have the appropriate licenses, certifications, qualifications, and other requirements necessary to perform the services described in this Agreement. Company must fill out the form “Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification” for any employees working with or around students. The certification shall be submitted

to Customer before any Company employee is allowed onto a school site. Company is required to notify Customer in the event of any changes to Company's staff on a school site and, as necessary, fill out new or updated "Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification" forms. Company will request and receive subsequent arrest notifications for its employees from the California Department of Justice ("DOJ") to ensure ongoing safety of students.

## **ARTICLE VIII**

### **INSURANCE**

Company agrees that during the term of this Agreement, Company will maintain an insurance policy with a reputable insurance company. "Magnolia Science Academy" and its Affiliated Schools" shall be named additional insured under Company's general liability policy and, to the extent possible, under all other such policies, which said policies shall be so specifically endorsed. All insurance required to be obtained by Company pursuant to this Agreement shall be primary to any insurance available to Customer, shall be excess and noncontributing with respect to insurance required to be obtained by Customer. Certificates of Insurance and Additional Insured Endorsements are to be filed with Customer prior to the start date of the Agreement. All insurance obtained by Company pursuant to this section shall be for a period of not less than the term of this Agreement and shall not be canceled or modified without providing Customer with thirty (30) days prior written notice. Should Company fail to furnish policies as provided in this Agreement, Customer may obtain such insurance and the premiums on such insurance shall be paid by Company unto Customer upon demand.

Upon Customer's written request, Company agrees to furnish Customer with duly certified copies of insurance policies meeting the following requirements:

1. *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal& advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. *Automobile Liability*: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. *Workers' Compensation*: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. *Professional Liability (Errors and Omissions), as applicable*: Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Company understands that it is not covered by any Workers' Compensation insurance through Customer. The Company providers and their sub-contractor(s) or agent(s) provide their own Automobile Insurance, and Professional Liability Insurance. Neither Company providers nor its sub-contractors or representatives shall at any time provide any transportation to Customer students in any vehicles. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance for its employees.

## **ARTICLE IX**

### **MEDIATION AND ARBITRATION**

In the event that any dispute or claim arises between the parties from this Agreement, its performance, breach, interpretation, validity or enforceability, the parties hereby agree to attempt to resolve such dispute initially by meeting and conferring. In the event that the dispute cannot be resolved by meeting and conferring, the parties agree to refer the dispute to a mediator for resolution. The parties shall attempt in good faith to agree upon the appointment of a mediator. The parties agree that each party will bear 50% of the costs of mediation.

In the event that a dispute or claim cannot be resolved through mediation, it shall be exclusively (except as provided below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing AAA Commercial Arbitration Rules.

The arbitrator shall be selected using AAA procedures. The arbitrator will not award attorney's fees or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages.

Awards shall be final, binding and non-appealable, with the exception of the grounds for appeal guaranteed by the Federal Arbitration Act and applicable laws.

## **ARTICLE X**

### **ASSIGNMENT PROHIBITED**

Both the Customer and Company are expressly prohibited from assigning this agreement or any rights or interest flowing from this Agreement. Assignment will only occur with the express written consent of both parties.

## **ARTICLE XI**

### **GOVERNING LAW**

This Agreement will be interpreted and enforced under the laws of The State of California without regard to conflict of laws.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties hereto and approved by the appropriate officials of both parties.

Conflicts of Interest. Company warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of Customer as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Company in connection with any work contemplated or performed relative to this Agreement. Company acknowledges, understands, and agrees that this Agreement shall be null, and void as determined by Customer if Company is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of Customer.

Nondiscrimination. Company hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Company on the grounds of that individual's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic

characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Interpretation and Opportunity for Counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

Company shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, applicable and active health orders.

### **Confidentiality XIII.**

**Magnolia Science Academy** Information. It is understood that in the course of the Agreement, Customer may disclose to Company various confidential and proprietary information relating to Customer's business, schools, students, employees, operations, facilities, and plans, as well as information relating to third parties with whom Customer may do business or procure products, and that the data, findings and conclusions resulting from the Company's services described herein will be valuable confidential information belonging to Customer ("Confidential Information"). Accordingly, Company agrees that Company's employees and/or subcontractors will keep in strictest confidence all such information relating to Customer or third parties and all such information relating to the services described herein, not to use such information other than for the performance of the services described herein, and to cause any of Company's employees and/or subcontractors to be bound by the same obligation of confidentiality to which Company is bound. Company shall not communicate Customer's information in any form to any third party without Customer's prior written consent. Upon termination of this Agreement, Company, and its employees.

- i. Will continue to hold all such information in strictest confidence, and
- ii. Will promptly return to Customer any and all confidential information and documents belonging to Customer (including any copies, extracts, summaries, or statements of such confidential information which may have been made)

Press Releases. Company shall not refer to the existence of this Agreement, nor use the name of or make reference to Customer for any purpose in any releases for public or private dissemination, advertising or other materials, without the prior written consent of Customer's Chief Development & Communications Officer. Company

acknowledges that remedies at law may be inadequate to provide Customer with full compensation in the event of Company's breach of this provision, and that Customer shall be entitled to seek injunctive relief in the event of any such breach.

FERPA/IDEA. This Agreement is entered into by Company and Customer in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Company hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Company agrees not to re- disclose any such personally identifiable information without prior written consent as required by law, or unless re- disclosure is otherwise authorized by law. Company agrees that nothing in this Agreement may be construed to allow either Company or Customer to maintain, use, disclose, or share the personally identifiable information in a manner not allowed under Federal or State law or regulation.

Company agrees to comply with all applicable laws that require notification of individuals in the event of an unauthorized release of personally identifiable information or other event requiring notification, In the event of a breach of any of Company's security obligations, or any other event requiring notification under applicable law, Company agrees to:

- i. Immediately notify Customer of such event with 24 hours of discovery; and
- ii. Cooperate with Customer to inform all such individuals in accordance with applicable laws; and
- iii. Indemnify, hold harmless, and defend **Magnolia Science Academy** and its Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons, and their Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons from and against any claims, damages, fees, or other harm related to such a data breach.
- iv. Within thirty (30) days after termination of this Agreement, Company will return all personally identifiable information that is in written, electronic, or other tangible form, computer memory, or any hard copy records to Customer as well as purge any copies of the personally identifiable information. Company agrees to require all employees, contractors, or agents of any kind working on the project to comply with this provision.

Health Information. Company acknowledges that, from time to time during the term of this Agreement, Company may acquire or have access to protected health information (“PHI”) of Customer’s students, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the “HIPAA Rules”). Company shall not use or disclose and will cause its employees and/or subcontractors not to use or disclose PHI, except as necessary to perform the services of this Agreement or as required by law.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement on this **April 30, 2025**

**Magnolia Science Academy**  
(CUSTOMER)

**EdLogical Group Corp**  
(COMPANY)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

Sara Cervantez      VP of Program Quality  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **Background and Purpose**

### **Our Vision**

Our Vision is to build meaningful relationships with children and schools that inspire joy, promote growth, and improve learning that positively impacts the lives of students, families, and the community at large.

### **Our Mission**

Specialized Therapy Services' mission is to make connections happen. Our commitment is to connect schools and families with highly skilled teachers and therapists. We develop a customized approach that integrates physical, cognitive, language, sensory, and life skills to maximize neural connections for learning. Clinical expertise is paired with dynamic strategies to facilitate the development of the whole child. When students are happy, engaged, safe and supported, they are ready to learn and grow. Specialized Therapy Services is dedicated to ensuring equity and access to joyful and effective services for students of all abilities within the diverse communities that we serve.

### **Our Values**

To make meaningful relational and neuro connections happen, we value high levels of teamwork, communication, and compassion. Our driving factor is support, supporting schools' ability to serve students, supporting students' ability to achieve their goals, and supporting colleagues' ability to do their best work. We embrace happiness as a daily goal. We listen to the voice of our customers and provide exceptional services that support student achievement.

### **A. Scope of Work and Qualifications**

STS will provide MPS with qualified individuals to provide direct and in-direct services for the services below as needed.

- Speech Language Pathologist Services
- Bilingual Speech Language Pathologist Services
- Physical Therapy Services
- Psychologist Services
- Occupational Therapy Services
- DIS Counseling Services
- School Psychologist
- School Nurse
- Paraprofessional support
- Other related services

#### **Scope of Services:**

STS will provide the mandated IEP services required for each individual student's goals and academic future.

#### **Financial Proposal:**

See attached rate services sheet

#### **Project Approach:**

STS specializes in special education. We provide supplemental support to schools throughout California. We work very closely with MPS team for each individual student and their needs and support.

#### **Training and support:**

Each STS employee is expected to attend annual training courses for the following to maintain compliance with the CDE and state mandated requirements.

### **Specialized Therapy Services Annual Trainings & Notifications**

AB1172-positive behavior training and supports

OSHA with BBP Training & Quiz Confidentiality Training & Quiz

Mandated Reporter Training & Certificate

Sexual Harassment Training & Certificate

Annual Notification Review & Confirmation

**Pricing:**

See attached rates per service.

**Assurances and insurance requirements**

See attached.

Thank you for the opportunity to service your school, we look forward to working with MPS in the 25/26 school year.

A handwritten signature in black ink, appearing to read 'Steve Oas', with a stylized, cursive script.

Steve Oas, Owner and Director

Exhibit A: 2025 - 2026 - Rates – Region 1, San Diego- Tier 1

Contractor Number 1A-37-106

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

Code	Session Type	Cost	Period
425	APE: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$90.00	Hourly
425	APE: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
445	AT: Assessment, Direct Service, Prep/Plan, Training, Consult (Per IEP)	\$100.00	Hourly
445	AT: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
720	Audiology: Assessment, Hourly, Direct Service, IEP Meeting, Prep/Plan	\$190.00	Hourly
720	Audiology: Drive Time (as approved by LEA Admin)	\$190.00	Hourly
535	Behavior Intervention Services: Assessment, Consult (per IEP), Direct Service, IEP Meeting, Supervision, Prep/Plan, Training	\$130.00	Hourly
535	Behavior Intervention Services: Drive Time (as approved by LEA Admin)	\$130.00	Hourly
535	Behavior Technician: Direct Service, Prep/Plan, Training	\$70.00	Hourly
535	Behavior Technician: Drive Time (as approved by LEA Admin)	\$70.00	Hourly
710	DHH: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$110.00	Hourly
710	DHH: Drive Time (as approved by LEA Admin)	\$110.00	Hourly
510/515 520/525 530	ERMHS 510, 515, 520, 525, 530: Direct Individual/Group, Hourly, IEP Meeting, Prep/Plan, Training, Consult (per IEP)	\$95.00	Hourly
510/515 520/525 530	ERMHS 510, 515, 520, 525, 530 Bilingual: Direct Individual/Group, Hourly, IEP Meeting, Prep/Plan, Training, Consult (per IEP) & Drive Time (as approved by LEA Admin)	\$110.00	Hourly

510	ERMHS: Assessment Flat Rate	\$1,320.00	Assessment
510	ERMHS Bilingual: Assessment Flat Rate	\$1,560.00	Assessment
All ERMHS	ERMHS: Drive Time (as approved by LEA Admin)	\$95.00	Hourly
340	Instructional Assistant: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$45.00	Hourly
340	Instructional Assistant: Drive Time (as approved by LEA Admin)	\$45.00	Hourly
900	Music Therapy: Direct Service, IEP Meeting, Prep/Plan, Assessment	\$100.00	Hourly
900	Music Therapy: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
435/436	Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$95.00	Hourly
435/436	Nursing Drive Time (as approved by LEA Admin)	\$95.00	Hourly
435/436	LVN Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$55.00	Hourly
435/436	LVN Nursing: Drive Time (as approved by LEA Admin)	\$55.00	Hourly
435/436	CNA Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$45.00	Hourly
435/436	CNA Nursing: Drive Time (as approved by LEA Admin)	\$45.00	Hourly
730	O&M: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$145.00	Hourly
730	O&M: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
740	OI: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$145.00	Hourly
740	OI: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
450	OT: Assessment, Direct Service Individual/group, Prep/Plan, IEP Meeting, Consult (per IEP)	\$90.00	Hourly
450	OT: Drive Time (as approved by LEA Admin)	\$90.00	Hourly

450	OT Assistant: Assessment, Direct Service Individual/group, Prep/Plan, IEP Meeting, Consult (per IEP)	\$75.00	Hourly
450	OT Assistant: Drive Time (as approved by LEA Admin)	\$75.00	Hourly
530	Psych: Neuro Psych Assessment	\$4,500.00	Assessment
530	Psych: Neuro Psych IEP	\$138.00	Hourly
530	Psych: Psych Assessment	\$1,320.00	Assessment
530	Psych: Psych Assessment with Academics	\$1,800.00	Assessment
530	Psych: Psych Assessment with ERMHS	\$1,800.00	Assessment
530	Psych: Psych Assessment with ERMHS and Academics	\$2,100.00	Assessment
530	Psych: Direct Service, IEP Meeting, Prep/Plan, Consult	\$125.00	Hourly
530	Psych: Drive Time (as approved by LEA Admin)	\$125.00	Hourly
530	Psych: Psych Assessment Supplemental Fee (as approved by LEA)	\$500.00	Assessment
530	Psych Bilingual: Psych Assessment	\$1,560.00	Assessment
530	Psych Bilingual: Psych Assessment with Academics	\$1,920.00	Assessment
530	Psych Bilingual: Psych Assessment with ERMHS	\$1,920.00	Assessment
530	Psych Bilingual: Psych Assessment with ERMHS and Academics	\$2,200.00	Assessment
530	Psych Bilingual: Direct Service, IEP Meeting, Prep/Plan	\$138.00	Hourly
530	Psych Bilingual: Drive Time (as approved by LEA Admin)	\$138.00	Hourly
460	PT: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$100.00	Hourly
460	PT: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
330	SAI: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$90.00	Hourly

330	SAI: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
330	SAI Bilingual: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$95.00	Hourly
330	SAI Bilingual: Drive Time (as approved by LEA Admin)	\$95.00	Hourly
	Spec Ed Coordination: IEP Meeting, Consultation, Admin	\$145.00	Hourly
	Spec Ed Coordination: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
415	Speech: Assessment, Direct Individual/Group, Prep/Plan, Consult (per IEP)	\$95.00	Hourly
415	Speech: Drive Time (as approved by LEA Admin)	\$95.00	Hourly
415	Speech Assistant: Assessment, Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$75.00	Hourly
415	Speech Assistant: Drive Time (as approved by LEA Admin)	\$75.00	Hourly
415	Speech Bilingual: Assessment, Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$96.00	Hourly
415	Speech Bilingual: Drive Time (as approved by LEA Admin)	\$96.00	Hourly
725	Vision Itinerant: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (Per IEP)	\$145.00	Hourly
725	Vision Itinerant: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
900	VT: Assessment – Flat Rate	\$800.00	Assessment
900	VT: Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$170.00	Session

#### Appendix A:

**A.** Should LEA wish to hire an STS employee assigned to the LEA, LEA may do so without a fee after the completion of the contracted school year period. Should the LEA elect to hire the employee before the completion of the period a conversion fee will be paid to STS in the form of: Full-time (employees working 30-hours or more per week for STS) provider: \$2,500, and Part-time (employees working less than 30-hours per week for STS) provider: \$1,250.

**B.** Payment for missed sessions when provider confirmed attendance prior to arrival to the school, this includes Psychological Assessments.

**C.** Minimum 2-hours of service time to be paid to providers when on campus to provide services or attend meetings.

**D.** For charters with more than one location the travel time between schools is billable.

**E.** Services provided per hour also include IEP meeting/preparation/participation, scheduling, session planning, SEIS service tracker reporting and consultation to staff/parents as approved by the school administration. Certain services may require session set up and break down (example: APE may need to create a specific sporting program on campus) this is billable. Provider time spend waiting or finding a location to provide services while on campus.

**F.** If the LEA engages CONTRACTOR as a full-time equivalent (FTE) Provider, and does not have an Individual Service Agreement (ISA) in place for each student being served by that Provider, then the responsibility for maintaining records as defined by California Education Code section 49061(b) including electronically stored information; 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; and notification of injuries, shall be the responsibility of the LEA. The LEA shall retain the legal responsibility and authority over these records, including their confidentiality, accessibility, and proper storage, in compliance with the regulations outlined in Education Code Section 49062.

**G.** Parking: If providers are required to pay for parking when on campus for services, the parking fees are reimbursable by the charter school.

**H.** Billable Administrative Costs: When providers are asked by the school/LEA to perform administrative duties including but not limited to: Creating PWN, meeting

notices, CALPADS reporting, Behavior Plans, Manifestation Determination Meetings, Threat Assessments, AT Device programing, SCIA reporting/training.

I. Mileage will be paid at the approved upon IRS standard rate per mile or hourly for distances greater than 20-minutes from provider origination with prior approval from LEA.

J. Independent Study/Home School Charter programs: Providers will be reimbursed for sessions cancelled with less than 24-hours' notice.

**CONTRACTOR**

**LEA**

Specialized Therapy Services, Inc.

Nonpublic School/Agency

\_\_\_\_\_

LEA Name

\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

Signature

Date

Steve Oas, Director

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name and Title



## Empowering Individuals of All Abilities

### **Proposal** – Special Education Services Instructional and Related Services RFP #7-1-25

Issued by: Magnolia Public Schools

Total Education Solutions  
99 Pasadena Ave., Suite 10-C  
South Pasadena, CA 91030



July 3, 2025

Contact Name: Gokhan Serce  
Title: Chief Academic Officer  
Address: 250 E 1st St. Suite 1500  
Office: (213) 628 – 3634 Fax: (714) 362-9588

RE: RFP #7-1-25 Special Education Instructional & Related Services

Dear Magnolia Public Schools,

Total Education Solutions (TES) is pleased to share its resources, knowledgeable staff, and successful track record to perform the special education instructional and related services as outlined in the RFP for Magnolia Public Schools (MPS). TES is a state certified non-public agency providing DIS and academic services to school districts, charter, non-public, and private schools throughout the state of California. We partner with schools to provide necessary academic support for the wellbeing of students in the larger school community.

TES is confident in our ability to provide the personnel and services listed in the RFP, meeting the minimum qualifications as well as the preferred qualifications.

Enclosed, please find the following:

- TES company overview
- Program plan and project approach
- Financial proposal and cost breakdown
- Marketing materials, resumes, and letters of recommendation

We hope to have appropriately delineated our extensive qualifications, as well as our ability to align our offerings with your vision for this partnership.

Sincerely,

*Dana Rivera*

Dana Rivera  
Contract Administrator  
[Drivera@tesidea.com](mailto:Drivera@tesidea.com)  
(323)240-3437



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## **Main Contact**

Dana Rivera  
 Contracts Administrator  
[Drivera@tesidea.com](mailto:Drivera@tesidea.com)  
 323-240-3437

## Company Overview

Founded in 1997, TES is a certified non-public agency offering instructional and therapeutic services to students. Based in South Pasadena, TES collaborates with various educational institutions across California (with offices in Lynwood, Alhambra, Los Angeles, Sacramento, and San Diego), Michigan, Ohio, and online.



## Experience and Demonstrated Competence

TES has 28 years of proven experience providing special education instructional and related services across pre-K – 12 settings. Our long-standing partnerships with public, charter, and private schools reflect our experience and demonstrated competence. TES currently partners with more than 200 school sites throughout California, many of which have been returning clients for 10+ years. Our collaborative work includes multiple charter consortiums, where we consistently deliver high-quality services and receive strong references from school leaders, educators, and parents.

## Scope of Services

TES provides both direct and indirect therapeutic and educational services for students with diverse needs on an “as-needed” basis. Our multidisciplinary team delivers a full range of services, including but not limited to speech-language therapy, occupational therapy, physical therapy, counseling, behavior intervention, academic support, and psychoeducational assessments. TES is highly flexible in our service delivery, with the infrastructure and staffing capacity to scale up or down based on a school’s evolving needs. Whether a school requires



short-term support for an individual student or ongoing staffing for a full caseload, we respond quickly and reliably.

In addition, TES ensures that all providers actively participate in required meetings, conduct assessments with appropriate documentation, submit monthly service logs, and maintain regular communication with school staff and families. These practices are embedded in our service model to promote transparency, continuity of care, and collaborative problem-solving.

## Program Plan

### *Service Delivery*

- Direct Services
  - Individual and group education as indicated by the student's IEP
- Non-Direct Services
  - Daily documentation of student progress, goals, and objectives
  - Attendance and collaboration in required meetings, including conferences, IEP meetings, and staff development sessions
  - Regular communication with school staff regarding student progress and needs
  - Maintenance and submission of individual student reports
- Assessments & Evaluations
  - Complete evaluations per guidelines, assessing in all areas of suspected disability
  - TES provides assessment documents, protocols and reports within the given time limit to ensure assessments are completed on time

### *Implementation*

TES will understand each site's needs and work collaboratively to meet the students' goals. Our recommended implementation plan is outlined as follows:



Before working directly with students, TES will meet with designated school staff and leadership to review the following agenda items:



<b>Site Orientation</b>	<b>Main Contacts &amp; Introductions</b>	<b>Preferred Methods of Communication</b>
<b>School Philosophy &amp; Mindset</b>	<b>School-wide Goals &amp; Initiatives</b>	<b>Curriculum Design &amp; Focus</b>
<b>Emergency &amp; Safety Procedures</b>	<b>Daily Schedule &amp; Early Release Dates</b>	<b>Sign-In Process</b>
<b>Assignment &amp; Caseload List</b>	<b>Required Documentation &amp; Compliance Tracking</b>	<b>Other Items as Necessary</b>

After a provider is introduced to their assigned site(s), they will :

1. Review IEP, schedule, caseload, communicate with teachers
2. Provide service
3. Document in Welligent/SEIS/Medicaid/Paradigm within 24 hours
4. Complete required progress reports per the site's timeline
5. Prep and attend IEP meetings
6. Manage compliance reports

#### *Evidence of School-based Therapy / Instructional Support*

TES receives consistent, positive feedback from both families and school partners through multiple channels, including annual parent and school satisfaction surveys, online reviews, and direct communications to supervisors. This feedback regularly highlights the quality of services provided, the professionalism of our staff, and the positive impact on students and school communities. On our 2025 School Satisfaction Survey, we received a 62 net promoter score which indicates high client satisfaction and loyalty. Below are direct testimonials included from a recent survey.

*"I appreciate how responsive the service providers are. In my experience, TES providers have always been professional, timely, and communicative. I appreciate the ease of requesting an assessment or service. Our ongoing partnership at my school has been very successful."*

*"Communication is consistent and in a timely manner which is pivotal and crucial in serving our students and families well"*

*"TES in Alhambra is really good. Staff is very friendly. My son's therapist helps him get through his sensory issues. Def recommend this place!"*



*"My son and daughter receives speech from Lauren. She is great with kids, tailor programs per kids. Scheduling can be difficult to time but overall TES offers a great service. Highly recommend!"*

*"We are so deeply grateful for our physical therapist Shelby and the services she provided to our daughter. Highly highly recommend for many reasons - Shelby was incredibly kind, patient, and really took the time to establish a wonderful connection with our daughter. She went above and beyond and provided countless insights that have been so impactful in the development of our toddler..."*

*"Today is the last day for my daughter's physical therapy. Our experience with TES and Heather have been great!!!! We went from an infant not crawling and not being able to stand being on her tummy to a toddler walking all over the place happily we highly recommend TES. The love and care they have in their clients is great."*

*"Our family had the pleasure to work with two AMAZING therapist at this location. Our daughter Eden was taking a little bit longer to walk and speak. So she received physical therapy with Jeremy. And speech therapy with Christine Joy (CJ). They worked with our daughter for over a year and she now doesn't need any services and we truly miss them. They become part of your family and our daughter grew and evolved so beautifully with them by her side. They both always listened, suggested tools and new ideas to take home and put into practice to overall help Eden. They both were always professional, so helpful and understanding..."*

### *Compliance*

TES maintains a strong reputation for excellence in compliance, documentation, and service accountability. Staff are trained and held to rigorous standards for tracking service delivery, writing high-quality session notes, developing appropriate, educationally relevant IEP goals, and maintaining accurate data and reports. TES providers are proficient in the use of platforms such as Welligent, SEIS, Paradigm, Google-based trackers, monthly service logs, and the CentralReach Learn system, ensuring timely and accurate documentation in accordance with district and funding source requirements.

TES has consistently received high compliance ratings in district audit reviews (DVRs), audits conducted by the California Department of Education (CDE), Easterseals Southern California (ESSC), Kaiser Permanente, and internal quality assurance teams. Reports submitted by TES staff

are regularly reviewed by funding agencies and have been recognized for their clarity, thoroughness, and adherence to clinical and educational standards.

Staff are well-versed in distinguishing between medically necessary and educationally relevant services and utilize appropriate, standardized assessment tools to ensure that eligibility determinations for special education services are accurate, ethical, and defensible. Internally, department coordinators and administrative staff conduct ongoing audits of session notes, billing entries, and required documentation—such as parent signatures and service logs—to ensure full compliance with federal (IDEA, HIPAA), state, and local mandates. Regular feedback and supervision reinforce TES's organizational commitment to quality, transparency, and continuous improvement.

Sample of internal data tracking for physical therapy services. See **Appendix C** for additional samples of data.

	# of Assessments	# of minutes of Clinic Services Recommended	Percentage of Goals Met	# of Minutes at beginning of year	# of Minutes at end of year
<b>Arroyo Vista Elementary</b>					
Name	1	0 min	100% (2/2)	120 min/year	0 min (discharged)
Name	1	0 min	50% (1/2)	30 min/week	30 min/week
Name	1	0 min	0% (0/3)	30 min/week	150 min/year
Name	1	0 min	75% (3/4)	30 min/week	30 min/week
Name	1	60 min (parent requested)	75% (3/4)	90 min/week	90 min/week
Name	0	0 min	100% (2/2)	420 min/year	120 min/year
Name	1	0 min	33% 1/3	30 min/week	30 min/week
<b>Marengo Elementary</b>					
Name	0	0 min	100% (2/2)	60 min/week	60 min/week
<b>Monterey Hills Elementary</b>					
	0	0 min	100% (1/1)	120 min/year	120 min/year

	0	0 min	33% (1/3)	60 min/week	60 min/week
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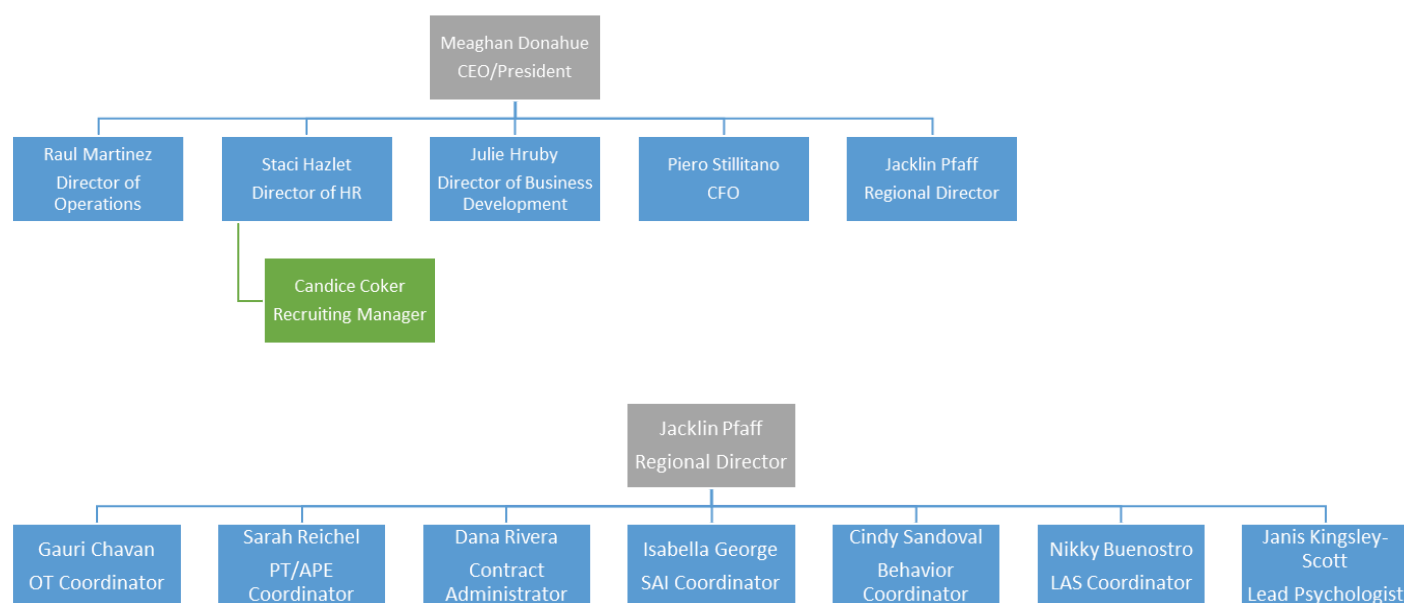
### *Crisis Management and Student Safety*

Our behavior staff are thoroughly trained in Safety-Care® Behavioral Safety Training, an evidence-based system for preventing and managing behavioral challenges in school settings. In addition to behavior-specific roles, we provide foundational behavior training to all staff—including teachers, therapists, and instructional support personnel—so they are equipped with practical tools to recognize, respond to, and de-escalate challenging behaviors in a safe and supportive manner.

To further support students' emotional and behavioral needs, TES incorporates trauma-informed care practices across all service lines. Our providers receive regular training on trauma-sensitive strategies, helping to foster safe, supportive, and inclusive environments that are responsive to the diverse needs of students. This comprehensive approach ensures that all TES staff contribute to a consistent, proactive, and respectful behavior support system, aligned with the goals and values of the educational institutions we serve.

### *Organizational Structure and Contacts*

TES has a clear organizational structure to ensure proper lines of communication. The following is our Southern California organizational chart for employee management and supervision of school services:



TES' team is composed of therapists who, in addition to their academic and professional accolades, represent the ethnic and linguistic makeup, diversity and language needs of the target population. Diversity, equity and inclusion (DEI) are at the heart of TES' mission. Our DEI statement is embedded in the company culture and vision and discussed in team meetings on a regular basis. The statement reads: "TES is committed to promoting a culture of mutual respect and acceptance of all individuals by embracing diversity, ensuring equity, and fostering inclusion."

### *Contacts*

To manage our school contacts and provide timely support, our office team provides live support during regular business hours. We utilize technological programs, such as TES TotalView®, TES Central®, Paycom, Welligent, and SEIS.

### *Program Coordinators, Supervisors & Leads*

Our management team oversees day-to-day operations and programs within TES. Program Coordinators handle assignments, address school site needs, build relationships with school administration, and mentor therapists to achieve goals. Supervisors ensure therapist support, compliance, assessments, and training. Our supervisor to employee ratio averages 8-1.

### *Departments within TES*

TES' internal structure includes the following departments to support our employees:



#### Human Resources

- Maintains compliance with credentialing and employment standards

#### Accounting

- Manages accurate, timely invoicing with streamlined processes

#### Recruiting

- Candidates complete thorough screening and background checks

#### Marketing

- Uses targeted ads, job fairs, conferences, and social media outreach

#### Information Technology

- Ensures data security and HIPAA/FERPA compliance

#### Operations

- Manages daily operations and three LA clinics to support therapists and clients

### Contractor's Capabilities

For over 28 years, TES has been a California state certified non-public agency licensed to conduct business by the California Department of Education. We are approved to provide all services listed and described in this proposal. TES has the capacity to provide and recruit the requested services at MPS, online, or at one of our CDE approved TES clinics (Lynwood, Alhambra, Los Angeles, San Diego).

Similar educational organizations currently contracted with TES:



### List of References

Please refer to **Appendix A** for recent letters of recommendation. Below are three references:

Reference #1			
Client Name	Address	Phone Number	Name/Email Address
Compton Unified School District	501 S. Santa Fe Blvd. Compton, CA 90221	310-639-432 1 x 46670	Olayide Oseni ooseni@compton.k12.ca.us
<b>Scope of Services</b> TES provides occupational therapy and physical therapy services to over 15 schools. Services include assessments, direct services based on IEP minutes, compensatory services conducted at our clinic, IEP development, consultation with school administration and families, compliance monitoring, professional development, and equipment ordering and management.			
<b>Month/Year services started:</b> 2012		<b>Month/Year services completed:</b> current	
<b>Total Cost:</b> Per school year, the approximate cost has been between \$700,000-\$800,000			
<b>Evaluation:</b> Continued annual contract renewal since 2012. District-led meetings and annual client surveys.			
<b>Role:</b> Direct services, assessments, comp services, IEP support, professional development and consultation.			



Reference #2			
Client Name	Address	Phone Number	Name/Email Address
Partnerships to Uplift Communities (PUC)	1405 N. San Fernando Blvd. #303, Burbank, CA 91504	818-397-6486	Meredith McOlvin m.mcolvin@pucschools.org
<b>Scope of Services</b> TES provides speech and language services and occupational therapy services to over 8 PUC schools. Services include assessments, direct services based on IEP minutes, case management, IEP development, consultation with school administration and families, compliance monitoring, and professional development.			
<b>Month/Year services started:</b> 2009		<b>Month/Year services completed:</b> current	
<b>Total Cost:</b> Per school year, the approximate cost has been between \$300,000-\$400,000			
<b>Evaluation:</b> Continued annual contract renewal since 2009. Charter-led meetings and annual client surveys.			
<b>Role:</b> Direct services, assessments, comp services, IEP development, professional development and consultation.			

Reference #3			
<b>Client Name</b> Alliance College Ready Public School	<b>Address</b> 5101 Santa Monica Blvd., Suite 8, PMB 271, Los Angeles, CA 90029	<b>Phone Number</b> 213-943-49 30	<b>Name/Email Address</b> Courtney Vickers 213.444.8544
<b>Scope of Services</b> TES provides Nursing services, speech, OT, PT, counseling, SPED teachers, Behavior Intervention, direct services, assessments, and consultation.			
<b>Month/Year services started:</b> 2004		<b>Month/Year services completed:</b> current	
<b>Total Cost:</b> Per school year, the approximate cost has been between \$500,000-\$600,000			
<b>Evaluation:</b> Continued annual contract renewal since 2004. Charter-led meetings and annual customer surveys.			
<b>Role:</b> Direct services, assessments, IEP development, professional development and consultation			

### *Resumes of Key Personnel*

Please refer to **Appendix B** for resumes of key stakeholders.

<b>Staff</b>	<b>Title</b>
Jacklin Pfaff	Regional Director
Dana Rivera	Contract Administrator
Sarah Reichel	PT/APE Coordinator
Gauri Chavan	OT Coordinator
Cindy Sandoval	Behavior Coordinator
Isabella George	Academic Coordinator
Nikky Buenrostro	LAS Coordinator
Janis Kingsley-Scott	Lead Psych/CLS
TBD	Administrative Specialist

### *Ability to Provide Necessary Services and Utilization of Resources*

TES's highly organized and responsive approach ensures seamless service implementation, streamlined communication, and strong, ongoing partnerships with district personnel. TES has the capacity, staffing, and infrastructure to deliver required services efficiently and at scale. With extensive experience and a deep pool of qualified providers, we are prepared to meet a wide range of school needs.

Our organization is structured with a dedicated school-based services team led by experienced supervisors who manage day-to-day service delivery, compliance, and provider support. These supervisors are backed by a collaborative organizational team that includes direct liaisons to essential departments such as Human Resources, Recruiting, Accounting, Credentialing, and IT. This integrated structure allows us to efficiently allocate resources, maintain consistent quality and compliance, and deliver timely solutions to our school partners.



## Financial Proposal

Below are customary fees for services billed at an hourly rate, in quarter-hour increments.

### *Rate Sheet*

Service	Per Hour
Adapted Physical Education	\$140.00
Assistive Technology	\$140.00
Behavior Services – BCBA including FBA	\$131.00
Behavior Services - BID	\$95.00
Behavior Services - BII & SPED Aide	\$62.00
Counseling and Guidance	\$118.00
Language and Speech	\$132.00
Nursing Services – Health Assessment 2-hour minimum	\$153.00
Occupational Therapy	\$132.00
Physical Therapy	\$150.00
School Psychology/Mental Health Services	\$145.00
SPED Services, Case Management & Assessment	\$127.00
Tutor	\$65.00
Independent Educational Evaluation (IEE)	\$170.00

The hourly rate is billed for the following services and it includes:

- Introduction to site
- Direct services, documentation, assessments
- IEP prep and meetings
- Session prep
- Staff meetings and trainings
- IDR/Due process hearings and preparation
- \*Other as listed below



Other services outlined below are billed at the associated hourly rate of the service:

Service	Description
Administrative Time	Documentation, session prep, coordinating, and communication
Breaks	Mandated breaks billed to school site if on campus for more than 2 hours
Consultation	Collaboration with school, parent and/or IEP team, conferences
Drive Time	Requires advanced written agreement by both parties
IEP Dev / Attendance	Caseload setup, IEP review, progress reports, IEP attendance
On Call	From start to end time of on- call request
Professional Development	Call TES for a customized proposal
Program Planning	Lesson and session planning
Single Service	An additional 20 minutes of administrative time per session
Unforeseen Closure	Power outage, natural disaster, unforeseen closure, etc. w/out 24-hour notice
No Show Virtual/Single	Cancellations made within 24 hours of scheduled service or meeting

\*Cancellations made within 24 hours of scheduled service, assessment, or meeting will be billed half of the scheduled time.

\*A finance charge equal to the greater of 10% or the highest lawful maximum rate will be added to all invoices not paid within 30 days of the date the invoice was sent out.

Flat hourly rate includes:

Our rates are fully inclusive, covering the service, documentation, TB, credentialing, program supplies, workers' compensation, employee benefits, drive time, mileage, and licensing.

#### *Cost Breakdown Per Site*

Please note, Exhibit A includes the number of IEPs per site and no other service indicators. Upon knowing the service, minutes and frequency, TES can provide MPS with an estimated financial proposal. Below are **samples** of financial proposals for three different sites.

Sample 1:

MSA - 1, Reseda	Service	Number of Students	Hours per Week	Number of School Weeks	Hourly Rate	Total Investment
	Speech	27	13.5	36	\$ 132.00	\$ 64,152.00
	OT	1	0.5	36	\$ 132.00	\$ 2,376.00
	APE	1	0.5	36	\$ 140.00	\$ 2,520.00
	Counseling	10	5	36	\$ 118.00	\$ 21,240.00
	PT	1	0.5	36	\$ 150.00	\$ 2,700.00
# of students w/ IEPs: 106				<b>Grand Total:</b>		\$ 92,988.00



Sample 2:

MSA - 5, Valley	Service	Number of Students	Hours per Week	Number of School Weeks	Hourly Rate	Total Investment
	Speech	8	4	36	\$ 132.00	\$ 19,008.00
	OT	2	1	36	\$ 132.00	\$ 4,752.00
	APE	2	1	36	\$ 140.00	\$ 5,040.00
	Counseling	16	8	36	\$ 118.00	\$ 33,984.00
	BII	1	30	36	\$ 62.00	\$ 66,960.00
	PD & Training	Direct Training:		NA	NA	\$ 2,500.00
	# of students w/ IEPs: 46			Grand Total:		\$ 132,244.00

Sample 3:

MSA - San Diego	Service	Number of Students	Hours per Week	Number of School Weeks	Hourly Rate	Total Investment
	Speech	17	8.5	36	\$ 132.00	\$ 40,392.00
	OT	14	7	36	\$ 132.00	\$ 33,264.00
	APE	2	1	36	\$ 140.00	\$ 5,040.00
	Counseling	16	8	36	\$ 118.00	\$ 33,984.00
	Health	10	2	NA	\$ 153.00	\$ 3,060.00
	Psych	20	18	NA	\$ 145.00	\$ 52,200.00
	SPED Aide	20	6	36	\$ 62.00	\$ 13,392.00
	PT	1	0.5	36	\$ 150.00	\$ 2,700.00
	# of students w/ IEPs: 98			Grand Total:		\$ 184,032.00

### Project Approach

TES understands the assignment requires strict compliance with all applicable federal, state, and local laws, including IDEA, FERPA, and MPS policies, as well as adherence to campus routines, safety procedures, and uniform compliance protocols. TES will ensure all personnel undergo criminal background checks and hold current, valid licenses or certifications before providing services. Additionally, TES will maintain detailed documentation and records for LEA and Medi-Cal billing, cooperating fully with SELPA and MPS to meet all reporting and compliance requirements throughout the contract period.



## *Process*

### 1. Referral and Intake

Referrals are reviewed upon receipt and assigned based on staff expertise and availability. Our team contacts the referring case manager within 1 business day to confirm details and coordinate next steps. Services typically begin within 3–5 business days, depending on client needs and scheduling.

### 2. Assignment of Providers

Providers are matched to school sites based on credentials, experience, and alignment with student needs. Our internal team communicates regularly to ensure appropriate placements and smooth transitions. Once assigned, staff are introduced to school teams and supported through a structured onboarding process to ensure readiness and alignment with site expectations. Please see [Appendix C: Provide Introduction Agenda](#).

### 3. Service Implementation

Our providers deliver direct services such as therapy, instruction, and assessments, as well as indirect services including consultation and team collaboration. Staff regularly attend IEPs, team meetings, and due process hearings as needed. All services are delivered in alignment with school schedules, routines, and protocols.

### 4. Compliance and Documentation

We ensure full compliance with IDEA, FERPA, Medi-Cal, and state regulations through ongoing training and oversight. Staff use secure digital tools for documentation, service logs, and reporting. Internal audits and quality assurance reviews are conducted regularly to maintain accuracy and accountability.

### 5. Supervision and Oversight

Our staff receive both clinical and administrative supervision through a structured support model. Supervision and performance monitoring occur regularly, with clear



communication channels between supervisors and providers to ensure ongoing guidance, accountability, and professional growth.

#### 6. Collaboration and Communication

We maintain consistent communication with site staff and families through meetings, email, and shared platforms. Feedback is gathered regularly to address concerns and resolve issues promptly. Our team remains flexible and responsive to the evolving needs of the site.

#### 7. Training and Professional Development

All staff receive thorough onboarding and annual updates aligned with site expectations. Ongoing training covers school-based best practices, compliance standards, and role-specific responsibilities to ensure high-quality, informed service delivery.

#### 8. Reporting and Data Submission

Providers submit service logs, progress reports, and other required data accurately and on time, in alignment with site protocols. Our team uses secure systems to ensure data integrity and meets all district deadlines for documentation and reporting.

#### 9. Evaluation and Continuous Support

We conduct regular internal reviews and use feedback from school staff and families to enhance service quality. Our team is committed to continuous improvement and remains flexible in adapting service delivery to meet evolving needs.

### Key Staff

Our key staff is outlined below and our resumes are included in **Appendix B**.

Staff	Title	Professional Background
Jacklin Pfaff	Regional Director	Educational and Therapeutic Administration
Dana Rivera	Contract Administrator	Sociology, Business Management
Sarah Reichel	PT/APE Coordinator	Physical Therapy, Program Management
Gauri Chavan	OT Coordinator	Occupational Therapy, Program Management
Cindy Sandoval	Behavior Coordinator	Applied Behavior Analysis, Program Management
Isabella George	Academic Coordinator	SPED Administration, Program Management
Nikky Buenrostro	LAS Coordinator	Speech Pathology, Program Management
Janis Kingsley-Scott	Lead Psych/CLS	School Psychology, Program Management
TBD	Administrative Specialist	Office Duties, TES TotalView

### Limitations

While TES strives to provide all requested services to MPS, California is currently experiencing a shortage of employees in the field of education and TES may not be able to provide every service that is needed. Therefore, we understand and support MPS 'need to partner with multiple agencies to fulfill all needs. TES is well-versed in working with multiple non-public agencies. Ultimately, we share a common goal of providing FAPE to all students!

### Training and Support

TES employees receive the necessary training in order for them to safely perform their scope of services. On average, TES employees receive 30-40 hours of training per school year.



An initial TES employee orientation takes place for 6-10 hours including, but not limited to, the following topics:

- Mandated Reporting
- Accident and Incident Reporting
- HIPAA/FERPA
- Customer Service/Professionalism
- Shadowing/observation
- Effective Communication
- Typical Duties Overview
- Professionalism and Attendance



- Weekly Schedule and Caseload
- Harassment in the Workplace

Once a provider is assigned a school site, a meeting is held with the school site's key stakeholder to review the following agenda items:

- Site Orientation and Safety Protocol
- Teachers and Main Contacts
- Communication Standards
- Curriculum/Focus
- School Site Schedule/Early Release
- Sign-in Process
- Student List/Assignments
- Documentation Requirements

During an assignment, our providers receive regular ongoing support, trainings, and professional development specifically related to their role including, but not limited to:

- Setting Clear Expectations
- Data Collection
- Creating a Positive Learning Environment
- Behavior Strategies in School
- IEP Goal Tracking
- Effective Communication with Parents
- Inclusion Support
- Accommodations and Modifications
- Collaboration with DIS Providers
- Trauma Informed Practices in Schools
- Discipline-specific Trainings

### *Vendor Support Facilities*

In addition to direct services and case management, \*TES offers the following:

- CDE approved facilities located in: Los Angeles, Lynwood, Alhambra, San Diego
- Recruiting and permanent placement
- Professional Development and Training
- Consulting
- Administration Credential
- Compliance and Audit Support
- Resources on our website - free
- Host CEU courses – rate determined per each course
- LAUSD Case-review Board- free

\*Rates determined with individualized consultation



TES is a proud member of the California Charter School Association (CCSA) and is considered an approved vendor of special education services. We embrace student differences and support charter school autonomy and flexibility while seamlessly aligning with each school's vision and mission.

### *Professional Development*

TES provides training for school sites on a variety of topics. Training sessions are conducted individually, or in small or large groups after school, during student breaks, on evenings, or weekends to maximize students' accessibility during the school day. TES also offers live, interactive professional development through our secure, online portal.



All training plans will be designed and sequenced with the school's goals and priorities in mind. A suggested comprehensive school-wide training plan may include the following:

### *Sample Year-Long Training Plan*

Training	Key Objectives
Special Education 101	<ul style="list-style-type: none"> <li>Identify and understand special education eligibilities and best practices to support students at school</li> <li>Review school's special education referral process</li> <li>Understand basic special education law – student/parent rights and school's legal obligation to provide support to students with IEPs</li> </ul>
IEPs 101	<ul style="list-style-type: none"> <li>Define what an IEP is and referral process</li> <li>Identify responsibilities of the school staff</li> <li>Review key components of an IEP</li> <li>Understand what accommodations and modifications are</li> </ul>
Avoiding Due Process	<ul style="list-style-type: none"> <li>Review school's legal responsibility to implement the IEP</li> <li>Identify/design school systems to ensure implementation</li> <li>Learn key ways to effectively communicate with guardians</li> <li>Discuss case studies and specific situations to problem solve issues</li> </ul>

Classroom Management 101	<ul style="list-style-type: none"> <li>● Review/design key systems and routines to be in place</li> <li>● Learn the basics of positive reinforcement</li> </ul>
The ABCs of Behavior	<ul style="list-style-type: none"> <li>● Identify the functions of behavior and understand behavior is a form of communication</li> <li>● Understand ways to identify functionally equivalent replacement behaviors</li> </ul>
IEPs 201	<ul style="list-style-type: none"> <li>● Check in on teacher's understanding of their student's needs and implementation of IEPs</li> </ul>
Progress Reports & Grading	<ul style="list-style-type: none"> <li>● Review student's progress towards their IEP goals (progress reports would be completed by the RST ahead of time)</li> <li>● Action plan for students not on track to meeting IEP goals and/or passing their core curriculum classes</li> </ul>
Classroom Management 201	<ul style="list-style-type: none"> <li>● Review/effectiveness of key systems and routines in place in the classroom – redesign or adjust based on needs</li> <li>● Practice more techniques for working through student misbehaviors.</li> </ul>
State Testing and Accommodations	<ul style="list-style-type: none"> <li>● Review student accommodations to be provided to students with IEPs</li> <li>● Make an action plan for any adjustments (amendment IEPs) to be made before testing window opens</li> </ul>
Mid-year Special Education Data Review	<ul style="list-style-type: none"> <li>● Review all data related to students with identified special education needs and progress on identified goals and objectives for the year</li> <li>● Create an action plan based on progress and needs</li> </ul>
End of year Special Education Data Review	<ul style="list-style-type: none"> <li>● Review all data related to students with identified special education needs and progress on identified goals and objectives for the year</li> <li>● Create an action plan based on progress and needs for the following school year</li> </ul>

### Additional Services

- Intensive Therapy
- Compensatory services
- Tutoring
- Program Equipment Transfer
- Insurance and Regional Center
- IEE
- Training/workshops for school staff or families
- Telehealth or remote services
- Additional reporting or data analytics



## Pricing

TES offers full disclosure of any/all pricing to include any “hidden” or “additional charges”. TES does not charge an initiation or start-up fee.

### *Flat Daily Rate*

TES offers a flat hourly rate; however, if a daily rate is preferred, we are able to accommodate that request.

### *Flat Hourly Rate*

Our hourly rates are fully loaded and include the following:

#### 1. Service Delivery / Direct Services

#### 2. Non-Direct Services

- Service tracking and documentation (daily documentation of services, goals, objectives, and progress notes).
- Collaboration and meeting attendance, including: IEP meetings, conferences, staff development meetings, consultation and collaboration with school staff, pre-hearing conferences, administrative hearings, and court proceedings (if required).
- Regular communication with school staff about student progress and needs.
- Maintenance and submission of individual student reports.

#### 3. Assessments & Evaluations

- Completion of all evaluations per federal, state, district, in all areas of suspected disability.
- Delivery of all assessment documents, protocols, and reports within required timelines.

#### 4. Supervision / Provider Training

- Supervision by a lead, supervisor, or program coordinator within the provider’s discipline.
- Ongoing provider training throughout the year to support the implementation of effective strategies.



## 5. Administrative Support

- Caseload management and data documentation.
- Payroll and invoicing support to ensure accurate service tracking and billing.
- Monthly provision of assessment and service logs to schools for audit purposes.

## 6. Program Supplies

- Therapists receive supplies through TES' program budget; additional supplies may be purchased based on student/program needs.
- Assessment protocols and materials are included in the assessment rate.

## 7. Non-Public Agency Responsibilities

- |  |                             |
|--|-----------------------------|
| ● Professional liability insurance     | ● Payroll taxes             |
| ● Employee benefits                    | ● Tuition/CEU reimbursement |
| ● TB and DOJ management                | ● Mileage                   |
| ● Workers' compensation                | compensation/reimbursement  |
| ● Unemployment and disability coverage |                             |



*Specific Cost per Service*

<b>Service</b>	<b>Direct Therapy, Consultative Therapy, Supervision, Evaluation and Written Report, IEP Participation, Medicaid PAperwork, In-home Training</b>
APE	\$140/hr
AT	\$140/hr
BCBA/FBA	\$131/hr
BID	\$95/hr
BII & SPED Aide	\$62/hr
Counseling	\$118/hr
Language & Speech	\$132/hr
Nursing (2 hr min)	\$153/hr
OT	\$132/hr
PT	\$150/hr
School Psych	\$145/hr
SPED Case MGMT	\$127/hr
Tutoring	\$65/hr



### *Assessment Guidelines*

TES has established average assessment timelines to provide schools an estimation of the time needed for assessments. Actual assessment time may vary based on student.

Discipline	Assessments (face-to-face)	Report Writing/ PLP	Total
Nurse			2 hour (minimum)
Psych	6-10 hours	8-10 hours	14-20 hours
Academic	2-3 hours	3 hours	5-6 hours
FBA	6-8 hours	8-10 hours	14-18 hours
PT	1-2 hours	3-4 hours	4-6 hours
APE	1-2 hours	3-4 hours	4-6 hours
OT	1.5-2 hours	4-6 hours	5.5-8 hours
LAS	1-2 hours	3-6 hours	4-8 hours
LAS (AAC)	3-5 hours	4-8 hours	7-13 hours

### **Assurances and Insurance Requirements**

Total Education Solutions agrees to the terms and provisions outlined in the following documents, copies of which are included in this RFP, as such may be modified from time to time by the Magnolia Public Schools.

- The minimum insurance requirements set forth in Exhibit B
- Fingerprinting, Clearances, and Mandated Trainings Requirements set forth in Exhibit C
- HIPAA/FERPA and related laws including Student Online Personal Information Protection and Student Data Privacy Agreement



## Appendix A - Letters of Recommendation and References



May 10, 2024

To Whom It May Concern,

I am writing to highly recommend Total Education Solutions (TES) for their exceptional contracted special education services provided to New Los Angeles Charter Schools. Our partnership with TES has been long standing, and we have consistently benefited from their diverse range of services including occupational therapy, counseling and guidance services, physical therapy, case management, and formal assessments.

One of the standout qualities of TES is the professionalism and expertise demonstrated by their service providers. They are not only highly skilled in their respective fields but also dedicated to fostering strong relationships with our staff, students, and families. This commitment has made them invaluable members of our school community, despite not being direct employees.

What sets TES apart is their ability to seamlessly integrate into our school culture and align their work ethic with our mission. Each therapist has a dedicated supervisor who provides consistent support, quality assurance, and supervision, ensuring that our students receive the best possible care and support.

TES's management team is also commendable for their responsiveness to special requests and their flexibility in customizing services and billing models to accommodate our specific constraints. This level of adaptability and customer service has greatly contributed to the success of our partnership.

We wholeheartedly recommend TES to other schools looking for trained, autonomous therapists who are capable of managing their caseloads effectively. Our students have not only benefited from the therapy provided by TES but have also shown remarkable progress and genuine enjoyment in their sessions.

In conclusion, TES has consistently exceeded our expectations and has become an integral part of our educational support system. We are confident that they will continue to deliver outstanding services to schools seeking high-quality special education solutions.

Best,

A handwritten signature in black ink, appearing to read "Candice Smith", written in a cursive style.

Candice Smith  
Director of Special Education & Student Services



## **New Millennium Secondary School**

**1301 W. 182<sup>nd</sup> St. Ste. B**

**Gardena, CA 90248**

**(310) 999-6162 office**

**(310) 999-6163 fax**

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5/2/2024

To Whom It May Concern,

I am writing to enthusiastically recommend Total Education Solutions for their exceptional partnership in supporting our school's special education compliance, Individualized Education Program (IEP) writing, management of IEP meetings, provision of professional development trainings, and insightful guidance in navigating complex situations pertaining to SPED law. New Millennium Secondary School has worked with TES for several years. Each year we continue to grow and remain consistent in our district and state compliance.

Throughout our collaboration with Total Education Solutions, their team has consistently demonstrated a deep understanding of the intricacies of special education regulations and requirements. Their expertise has been invaluable in ensuring that our school remains in full compliance with all relevant laws and regulations, providing us with peace of mind and allowing us to focus on providing the best possible education for our students. What was most impactful was meeting each week with a set time to dive into data, look at students individually, and collaborate on IEP preparation.

One of the most impressive aspects of our partnership with Total Education Solutions has been their ability to streamline the IEP process. Their skilled professionals have been instrumental in crafting comprehensive, individualized plans that meet the unique needs of each student. And all of that has to do with direct collaboration every step of the way with our school. Additionally, they have facilitated IEP meetings with efficiency and professionalism, ensuring that all relevant stakeholders are engaged and informed throughout the process.

Total Education Solutions has also been an invaluable resource in providing professional development opportunities for our staff. Their trainings are always informative, engaging, and tailored to the specific needs of our school community. We have worked with TES during our summer professional development, and they have provided our staff with valuable specialized education knowledge to meet the needs to the specific students. Perhaps most importantly, Total Education Solutions has been a trusted partner in navigating challenging situations involving SPED law. Their team possesses a wealth of knowledge and experience, and they have consistently provided us with sound advice and guidance when faced with difficult decisions or legal uncertainties. Their insights have been instrumental in helping us resolve issues effectively and in accordance with all relevant regulations.

In summary, I cannot speak highly enough of Total Education Solutions and the invaluable support they have provided to our school community. Their expertise, professionalism, and

commitment to excellence have made them an indispensable partner in our efforts to ensure the success and well-being of all our students. I wholeheartedly recommend Total Education Solutions to any school or organization seeking support in the field of special education.

Please call me if you would like any more information! I would be happy to help!

A handwritten signature in cursive script, appearing to read 'S. Navarro'.

Samantha Navarro  
Principal  
New Millennium Secondary School

### **Parent Testimonial**

I am a mother of a 19 year old daughter with special needs and have been using the services of TES since my daughter was only six years old. During this long period, services from TES have played a major role in mitigating her adverse behavioral issues allowing her to achieve better and more rewarding experience and success in her academic endeavors. Also, I am very appreciative of their direct support in IEP meetings and other ancillary tasks, including advocacy advice for my daughter. I appreciate the skill and effort of the staff that has helped me and my daughter throughout this long and challenging journey. Thank you TES.

Respectfully,  
Nazy Nouri

*List of References*

Reference #1			
Client Name	Address	Phone Number	Name/Email Address
Compton Unified School District	501 S. Santa Fe Blvd. Compton, CA 90221	310-639-4321 x 46670	Olayide Oseni ooseni@compton.k12.ca.us
<b>Scope of Services</b> TES provides occupational therapy and physical therapy services to over 15 schools. Services include assessments, direct services based on IEP minutes, compensatory services conducted at our clinic, IEP development, consultation with school administration and families, compliance monitoring, professional development, and equipment ordering and management.			
<b>Month/Year services started:</b> 2012		<b>Month/Year services completed:</b> current	
<b>Total Cost:</b> Per school year, the approximate cost has been between \$700,000-\$800,000			
<b>Evaluation:</b> Continued annual contract renewal since 2012. District-led meetings and annual client surveys.			
<b>Role:</b> Direct services, assessments, comp services, IEP support, professional development and consultation.			

Reference #2			
Client Name	Address	Phone Number	Name/Email Address
Partnerships to Uplift Communities (PUC)	1405 N. San Fernando Blvd. #303, Burbank, CA 91504	818-397-6486	Meredith McOlvin m.mcolvin@pucschools.org
<b>Scope of Services</b> TES provides speech and language services and occupational therapy services to over 8 PUC schools. Services include assessments, direct services based on IEP minutes, case management, IEP development, consultation with school administration and families, compliance monitoring, and professional development.			
<b>Month/Year services started:</b> 2009		<b>Month/Year services completed:</b> current	
<b>Total Cost:</b> Per school year, the approximate cost has been between \$300,000-\$400,000			
<b>Evaluation:</b> Continued annual contract renewal since 2009. Charter-led meetings and annual client surveys.			
<b>Role:</b> Direct services, assessments, comp services, IEP development, professional development and consultation.			

Reference #3			
Client Name	Address	Phone Number	Name/Email Address
Alliance College Ready Public School	5101 Santa Monica Blvd., Suite 8, PMB 271, Los Angeles, CA 90029	213-943-4930	Courtney Vickers 213.444.8544
<b>Scope of Services</b> TES provides Nursing services, speech, OT, PT, counseling, SPED teachers, Behavior Intervention, direct services, assessments, and consultation.			
<b>Month/Year services started:</b> 2004		<b>Month/Year services completed:</b> current	
<b>Total Cost:</b> Per school year, the approximate cost has been between \$500,000-\$600,000			
<b>Evaluation:</b> Continued annual contract renewal since 2004. Charter-led meetings and annual customer surveys.			
<b>Role:</b> Direct services, assessments, IEP development, professional development and consultation.			



## Appendix B - Resumes of Key Personnel

**Jacklin Pfaff, PT, MPT, DSc**

S. Pasadena, CA 91030

(323) 326-0890 | jpfaff@tesidea.com

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**Professional Summary**

Strategic and collaborative Regional Director with extensive leadership experience in healthcare and special education operations. Skilled in team leadership, program development, and organizational efficiency. Known for a decisive leadership style, fostering collaborative cultures, and driving sustainable growth. Proven success in clinic management, contract acquisition, staff development, and stakeholder relations.

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**Professional Experience**

**Regional Director**

**Total Education Solutions (TES Therapy) – Los Angeles, CA**

*June 2025 – present*

- Oversee service delivery across district, charter, and non-public schools, ensuring compliance with state, county, and local education policies
- Lead and supervise multidisciplinary teams to meet IDEA requirements, IEP timelines, documentation standards, and billing compliance
- Drive strategic planning, budget forecasting, and operational improvements across therapy and special education departments
- Develop and manage systems for accurate service logging, attendance tracking, and billing aligned with LEA and district requirements
- Build and maintain collaborative relationships with school district personnel, families, and community partners to support student success
- Oversee operations of four multidisciplinary pediatric therapy clinics across Los Angeles and San Diego, managing 150+ staff across ABA, occupational therapy, physical therapy, speech therapy, psychology, counseling, and specialized academic instruction.
- Coach and mentor cross-functional staff including managers, coordinators, and providers to promote performance, leadership, and professional growth
- Develop and implement policies, procedures, and staff training aligned with regulatory mandates, insurance guidelines, Department of Developmental Services standards, and the specific needs of school partners.
- Lead proposal writing and grant acquisition to expand funding, services, and university partnerships
- Manage college affiliations to support recruitment, internships, fieldwork, and professional development opportunities
- Monitor program budgets to ensure sustainability, compliance, and strategic resource allocation

### **Associate Director**

#### **Total Education Solutions (TES Therapy) – Los Angeles, CA**

*August 2017 – May 2025*

- Directed operations of four multidisciplinary pediatric therapy clinics across Southern California and San Diego, overseeing 80+ staff across PT, OT, Speech, and Behavioral Therapy disciplines.
- Oversaw budgets totaling \$800K+ in monthly revenue.
- Led strategic expansion efforts, coordinating clinic builds and relocations with architects, IT, and senior leadership.
- Secured over \$275K in grant funding through successful RFP submissions, including a competitive Easterseals ABA contract.
- Developed key partnerships with schools, early intervention agencies, and insurance providers.
- Spearheaded the creation and implementation of policies, procedures, and quality assurance initiatives.
- Fostered a collaborative and inclusive workplace culture, boosting morale and retention.

### **Coordinator, Physical Therapy & Adapted Physical Education (PT/APE)**

#### **Total Education Solutions – Los Angeles, CA**

*September 2013 – May 2025*

- Supervised and mentored PTs, PTAs, and APE teachers across school, clinic, and home settings.
- Oversaw PT/APE services for 10+ districts and 25+ charter schools.
- Developed departmental guides and manuals; coordinated professional development and CEU offerings.
- Delivered 90-day and annual performance evaluations; led monthly department meetings and supervisory check-ins.
- Served as PT consultant for LAUSD Charter Operated Programs Low Incidence Office Hours.

### **Physical Therapist**

#### **Total Education Solutions – Los Angeles, CA**

*May 2009 – May 2025*

- Provided early intervention therapy to children (0–3 years) with diagnoses including spina bifida, Down syndrome, and congenital disorders.
- Conducted comprehensive evaluations using PDMS-II, Bayley-III, BOT2, and other assessments.
- Delivered PT services in school settings and participated in IEP meetings and staff trainings.
- Assisted with ordering and training on adaptive and low-incidence equipment for student mobility.

### **Physical Therapist**

#### **Children's Hospital Los Angeles – Los Angeles, CA**

*June 2009 – August 2015*

- Delivered inpatient and acute care PT services to children with complex diagnoses including TBI, CP, scoliosis, and post-surgical needs.

## **Physical Therapist**

**Nationwide Children's Hospital** – Columbus, OH

*February 2008 – May 2009*

- Provided pediatric rehabilitation services across outpatient, inpatient, home health, and acute care settings.
- 

## **Education**

### **Doctor of Science (DSc), Rehabilitation Science**

*University of Oklahoma Health Sciences Center – Oklahoma City, OK*

*May 2019*

- Focus: Pediatric practice, early intervention, school-based services, and assistive tech.
- U.S. Dept. of Education Grant Recipient (OSEP).

### **Master of Physical Therapy (MPT)**

*The Ohio State University – Columbus, OH*

*December 2007*

- Specialized in early intervention and interdisciplinary collaboration; grant-funded.

### **Bachelor of Science, Health and Wellness**

*The Ohio State University – Columbus, OH*

*June 2005*

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## **Certifications & Licensure**

- **Board Certified Clinical Specialist in Pediatric Physical Therapy (PCS)** – 2012, Renewed 2022
  - **Credentialed Clinical Instructor** – American Physical Therapy Association (APTA)
  - **California PT License #35605**
  - **APTA Member** – #410776
- 

## **Publications**

- James, D., Pfaff, J., Jeffries, L. (2018). *Modified Ride-On Cars: A Scoping Review. Physical and Occupational Therapy in Pediatrics.*

## Dana Rivera

Email: [drivera@tesidea.com](mailto:drivera@tesidea.com)

### Education

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#### Sonoma State University

Bachelor in Sociology

- Minor in Women's Studies

### Professional History

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#### Total Education Solutions

*Contracts Administrator*

**South Pasadena, CA**

*October 2019-Present*

- Manage the end-to-end contracting process for educational service agreements with charter schools, nonpublic schools, and school districts.
- Draft, review, and negotiate contracts for special education services, ensuring alignment with the CDE and local compliance standards.
- Collaborate with legal, finance, and program teams to ensure terms are consistent with funding guidelines and service delivery expectations.
- Monitor contract timelines and deliverables, ensuring timely renewal, amendment, or termination notices in accordance with agreement terms.
- Coordinate with school districts to secure ISAs for all students before services commence.
- Support the invoicing and reimbursement process by ensuring service contracts match authorized rates, funding caps, and service descriptions.
- Serve as liaison between internal departments and school partners to resolve contract discrepancies or clarify service scopes.
- Ensure data accuracy in contract terms (service types, student caseloads, locations, etc.) and collaborate on contract updates throughout the school year.
- Maintain records of assigned staff by contract/site and communicate updates to HR and payroll teams as needed.
- Facilitate onboarding of employees, communicating credential/license verification, background clearance, TB testing, and any other required documentation to school partners.

#### Total Education Solutions

*Southern California Senior Program Manager*

**South Pasadena, CA**

*June 2013-September 2019*

- Increase current client business through successful program management and positive client relationships.
- Consult with the President and Director to develop and formulate regional budget.
- Organize, coordinate and manage development of policies and procedures to support new lines of business.
- Participate in the design and implementation of the organizational restructure of TES' southern California Region.
- Obtain business development relationships with potential clients and secure and manage service agreements throughout southern California.
- Collaborate with management to develop and implement professional development programs for TES supervisors, staff and clients, and use competency surveys to improve trainings.
- Create client surveys and analyze data in order maintain and increase client satisfaction.
- Oversee operations and service provisions with clients and partners including public school districts, and Charter Schools.
- Led program coordinators and supervisors in developing solutions to improve quality of service and increase revenue.
- Consult with school and district administrators and service coordinators to ensure service provision and compliance.
- Motivate and develop team members, resulting in improvement in team cohesiveness and overall performance.
- Recruit, hire and train qualified candidates to join our team while successfully maintaining high retention rates.
- Act as a liaison between company managers, directors, coordinators, and corporate departments.
- Manage business development relationships with current and potential clients.

- Secure and oversee service agreements throughout Southern California with school districts and charter schools.
- Develop and oversee policies and professional development programs for TES staff and clients.

#### **Total Education Solutions**

**South Pasadena, CA**

##### *Behavior Intervention Program Manager*

*August 2008-May 2013*

- Coordinated and managed over 80 behavior cases with the Los Angeles Unified School District.
- Assisted Senior Director on business development plans, which included marketing, business strategies and maintaining client relations.
- Participate with the design and implementation of data collecting and reporting to ensure efficient program management.
- Monitored and analyzed annual 4 million dollar program budget.
- Supervised a team of 85 behavior intervention specialists and behavior supervisors.
- Provided employee management including probationary and annual evaluations and ongoing training.
- Interviewed and hired certified team members for immediate placement.
- Monitored and audited LAUSD monthly invoices.
- Ensured employees maintain an efficient working relationship with staff, outside agencies, parents and other professional contacts.
- Prepared and executed training programs for corporate, field employees and clients that include detailed PowerPoint presentations and manuals.

#### **Total Education Solutions**

**South Pasadena, CA**

##### *Educational Support Assistant Program Manager*

*July 2006-July 2008*

- Supported department Director in program operations including monitoring compliance, utilization and budget reports.
- Collaborated with program coordinators and supervisors to ensure timely service implementation and delivery.
- Served as the liaison between LAUSD program specialists and agency representatives.
- Audited employee payroll and billing for over 100 team members.
- Participated in weekly team meetings to evaluate program effectiveness.
- Provided support and training opportunities for staff members at charter schools.

#### **Total Education Solutions**

**South Pasadena, CA**

##### *Behavior Intervention Specialist*

*April 2005-June 2006*

- Responsible for preventing and intervening in the client's challenging behavior.
- Required to learn specialized behavior approaches including behavioral competencies by attending mandatory trainings, staff meetings, and completing reading assignments.
- Responsible for implementing the interventions and skill building techniques outlined by the case supervisor.
- Responsible for collaborating with the client's parent, teacher, and other allied specialists.
- Required to input daily session notes on an online tracking system.
- Responsible for modifying academic, social, play, and/or self-help tasks to a level that is developmentally appropriate for the client.
- Required to travel to and from the client's school and/or home.
- Supported new hires and provided shadowing and mentoring.

#### **Plumfield Academy**

**Sebastopol, CA**

##### *House Manager-Residential Counselor*

*November 2002-December 2004*

- Provided 24 hour supervision to males between the ages of 6-18.
- Ensured safe environment for residents.
- Provided informal counseling and intervened with challenging behaviors.
- Educated the residents on health and personal hygiene issues.
- Maintained data and logs of residents each shift.
- Assisted residents with daily-living skills and performed housekeeping duties as needed.
- Prepare meals for the residents and fed them at scheduled times.
- Facilitated and encouraged residents to participate in recreational activities.

- Maintained and ordered needed supplies and food.
- Offer personalized care for residents with special needs
- Transported residents to and from school.
- Met with head counselor to discuss treatment and progress of residents.
- Supported new staff and residents and ensured seamless transitions.

### **Certifications**

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- BICM
- First Aid
- CPR
- Crisis Prevention Intervention (CPI) Certified Instructor

## SARAH REICHEL

Whittier, CA 90605 | (562)716-7247 | sreichel@tesidea.com

### EDUCATION

University of Southern California

**Doctor of Physical Therapy**

**2017-2020**

University of Hawai'i at Manoa

**Bachelor of Science, Kinesiology and Rehabilitation Science**

**2012-2016**

### License and Certifications

**Licensed Physical Therapist** – Physical Therapy Board of California

**Board Certified Clinical Specialist in Pediatric Physical Therapy** – American Board of Physical Therapy Specialties

**Basic Life Support Provider** – American Heart Association

**APTA Credentialed Clinical Instructor, Level 1** – American Physical Therapy Association

### RELATED EXPERIENCE

**Total Education Solutions dba TES Therapy**

**2020-present**

*Physical Therapy and Adapted Physical Education Coordinator: 2025-present*

Supervise and guide staff responsible for school-based physical therapy and adapted physical education related services, ensuring evaluations, interventions, and progress reporting are compliant with IDEA and meet school-specific expectations. Foster collaboration with school teams, families, and district personnel to coordinate services, address student needs, and ensure transparent and effective communication across settings. Supervise and support clinical services team providing early intervention and outpatient therapy services.

*Lead Physical Therapist: 2023-2025*

Provide pediatric physical therapy services in the Los Angeles region, along with serving a leadership role for physical therapists in the TES Lynwood clinic. Includes providing mentorship, supervising Physical Therapy Assistants, and collaborating with leadership and administrative teams to meet clinic-wide needs.

*Physical Therapist: 2020-2023*

Provide pediatric physical therapy services in the Los Angeles region, to include evaluation and treatment in early intervention (in-clinic and in-home), and public, NPS and charter school settings. Includes serving as a clinical instructor for DPT Students.

## PROFESSIONAL MEMBERSHIPS AND FELLOWSHIPS

**American Physical Therapy Association, California Chapter**

- Academy of Pediatric Physical Therapy

**AMBUCS Member**

- SoCal Trykers Chapter

**Creating Opportunities and Resources in Early Intervention (C.O.R.E.) Fellowship Program**

- Graduate of cohort 1: 2022-2024

## Volunteer and Extracurricular

**SoCal Trykers****2023 - present**

Active member, attending monthly meetings and regularly scheduled events to support building, fitting, and distribution of adaptive tricycles.

**Go Baby Go****2023 - present**

Annual volunteer, supporting fitting and distribution of adaptive ride-on cars in Whittier, California.

## RECENT CONTINUING EDUCATION

**Information on APTA's Revised Code of Ethics for the Physical Therapist and Standards of Ethical Conduct****for The Physical Therapist Assistant****April 18, 2024**

- APTA Learning Center Online Course

# GAURI CHAVAN, MA, OTR/L, ATS

201 E Angeleno Avenue, Apt 420, Burbank, CA 91502

323.393.5459

[gchavan@tesidea.com](mailto:gchavan@tesidea.com)

## EDUCATION

AUGUST 2008

**MASTERS IN OCCUPATIONAL THERAPY**, UNIVERSITY OF SOUTHERN CALIFORNIA.

Elective Courses: School Based Occupational Therapy, Theories of Sensory Integration and Praxis.

FEBRUARY 2009

**CERTIFICATION IN SENSORY INTEGRATION AND PRAXIS TEST (SIPT)**, UNIVERSITY OF SOUTHERN CALIFORNIA.

The **SIPT** (Ayres 1989) is a test battery used to assess for sensory integration difficulties. It is a collection of 17 tests that are designed to test various aspects of sensory perception, discrimination, reactivity and contribution to our praxis and ability to participate in everyday life.

MARCH 2020

**ASSISTIVE TECHNOLOGY SPECIALIST**, CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS.

Focus on Assessments to identify equipment/technology to access education at home and classroom and Environmental Modifications to meet student needs.

## EXPERIENCE

2013 – PRESENT

**OCCUPATIONAL THERAPY PROGRAM COORDINATOR**

**TOTAL EDUCATIONS SOLUTIONS INC. DBA TES THERAPY**

- Program Coordinator responsibilities include supervising and mentoring a team of occupational therapists, occupational therapy assistants, and support staff to promote professional growth and maintain evidence-based practice.
- Oversee and support OT staff providing school-based therapeutic services, ensuring that evaluations, interventions, and progress reports comply with IDEA requirements and align with each school's specific standards.
- Ensure OT staff attend or are represented at IEP meetings, eligibility conferences, and any legal proceedings; review and track the accuracy, quality, and timeliness of assessments and supporting documentation.
- Collaborate with school administrators, educators, healthcare providers, and families to support comprehensive care and integration of OT services.

- Coordinate mentoring for fieldwork students and manage University partnerships.
- Manage program budgets, allocate resources, and monitor expenditures to maintain cost-effective operations.
- Analyze program data and prepare reports to demonstrate effectiveness, track outcomes, and support continuous quality improvement.

**DEC 2008 – PRESENT**

## **OCCUPATIONAL THERAPIST**

**TOTAL EDUCATIONS SOLUTIONS INC. DBA TES THERAPY**

- Proficient in administering Sensory Profile assessments for children with autism across school, clinic, and home settings, serving Regional Center, insurance, and school district clients.
- Perform comprehensive school-based assessments using standardized protocols to evaluate fine motor, visual motor, visual perceptual, manual dexterity, and handwriting skills.
- Conduct Regional Center and insurance assessments utilizing standardized evaluation tools.
- Develop Individualized Education Programs (IEPs) and deliver occupational therapy services aligned with IEP recommendations.
- Provide professional development on school-based occupational therapy to general and special education teachers.
- Deliver parent training on addressing sensory needs at home and school during parent-teacher conferences and professional development days.
- Plan and implement specialized occupational therapy treatment programs collaboratively with multidisciplinary teams.
- Conduct family conferences, provide parent education, and develop customized home programs.
- Maintain thorough documentation of treatment sessions and conduct periodic progress assessments.
- Prepare detailed progress reports and individualized home programs for students and families.

## **CERTIFICATIONS AND SKILLS:**

- Occupational Therapy Registration/License (OTR/L), since October 2008.
- California Board of Occupational Therapy License #10329
- Sensory Integration and Praxis Test Certified (SIPT Certified, February 2009).
- Handwriting Without Tears (HWT) program trained.
- CPR Certification, December 2006-Present.
- Member, American Occupational Therapy Association (AOTA).
- Languages (spoken and written): English, Hindi, Marathi.

**CINDY B. SANDOVAL**

**Board Certified Behavior Analyst (BCBA)**

Duarte, CA 91010 • (626) 736-0120 • cbsandoval80@aol.com

**Summary:**

Compassionate and results-driven Board-Certified Behavior Analyst (BCBA) with over 16 years of experience delivering Applied Behavior Analysis (ABA) services across school, home, and clinic settings. Specialized in leading school-based programs, conducting FBAs, and developing and monitoring IEP-aligned goals and behavior intervention plans in collaboration with educators, families, and related service providers. Proven ability to navigate complex compliance requirements, oversee multi-regional service delivery, and implement systems for documentation, training, and quality assurance. Bilingual in English and Spanish, with a strong commitment to culturally responsive practices, inclusive education, and student-centered outcomes.

**Professional Experience:**

**BCBA Program Coordinator – Total Education Solutions (April 2019 – Present)**

- Direct and coordinate clinical operations—including intake, staffing, case allocation, compliance monitoring, report reviews, and discharge processes—across multiple service locations (homes, school districts, and clinics).
- Supervise service provision within district, charter, and non-public school settings to ensure adherence to State Board of Education guidelines, county health mandates, and local educational policies.
- Establish and maintain systems to track documentation accuracy, billing integrity, and regulatory compliance across LEA, district, charter, and NPS partnerships.
- Collaborate with interdisciplinary teams—including related service providers, educators, and behavior support personnel—to address student needs identified in IEPs and individualized treatment plans.
- Design, implement, and assess professional development and training initiatives aligned with staff responsibilities across school-based, in-home, and clinic-based programs.
- Conduct Functional Behavior Assessments (FBAs) and deliver formal recommendations to funding agencies such as school districts and Regional Centers.
- Maintain consistent communication with clinical staff, IEP teams, and families; ensure timely and accurate submission of required documentation (e.g., progress summaries, Welligent entries, skill assessments, FBAs) for all payer sources.
- Uphold organizational and staff compliance with applicable laws and standards, including IDEA, FERPA, HIPAA, PHI billing procedures, and school district-specific protocols.

**Associate Regional Clinical Director – Southern California Easterseals (April 2013 – April 2019)**

- Oversaw clinical services for the assigned region, including staff training, compliance, and regional projects.
- Recruited, interviewed, provided ongoing training, and coordinated staffing.

- Supervised caseloads (data analysis, behavior intervention planning, treatment planning, ongoing assessments [AFLS, Vineland], programming new goals, parent training, evaluation of social validity, quality assurance, team training, etc.).
- Coordinated staff and clinical team meetings to ensure the ethical and compliant implementation of services.
- Collaborated with stakeholders and therapists from various disciplines.
- Implemented retention strategies and conducted community outreach.

#### **Clinical Manager – A Change in Trajectory (April 2011 – March 2013)**

- Managed and coordinated clinical services (intake, staffing, case assignments, compliance, review of reports, discharging, etc.) across multiple regions and settings.
- Recruited, interviewed, trained, and coordinated staffing (for ongoing and new caseloads).
- Responsible for program development and expansion in designated regions.
- Oversaw service quality, trained staff, and maintained client relationships.
- Supported families during IEP meetings and collaborated with the IEP teams.

#### **Division Director – California PsychCare, Inc. (August 2008 – March 2011)**

- Managed and coordinated clinical services (intake, staffing, case assignments, compliance, review of reports, discharging, etc.) across multiple regions and settings.
- Led expansion efforts into remote regions such as Inyo and Kern counties (including site coordination, local networking, recruitment, hiring, HR support, onboarding, training, clinical services, and administrative tasks).
- Recruited, interviewed, trained, and coordinated staffing at the home base.
- Monitored staff adherence to professional ethics and ensured service quality.
- Conducted client intake meetings and trained newly hired staff.
- Conducted community outreach and marketing efforts.

#### **Education:**

- Master of Arts in Teaching with a Specialization in Applied Behavior Analysis, National University, La Jolla, California – April 2010
- Bachelor of Arts in History, California State University, Northridge, California – June 2005
- Associate of Arts in Social Sciences, College of the Canyons, Santa Clarita, California – May 2002
- High School Diploma, Palisades Charter High School, Palisades, California – June 1999

#### **Certifications and Skills:**

- Board Certified Behavior Analyst (BACB) as of 2011 #1-11-8000
- CPR trained
- QBS Safety Care certified
- Bilingual: Fluent in spoken and written Spanish/English

**References:**

References and letters of recommendation available upon request.

## Isabella Rivera

Email: [irivera@tesidea.com](mailto:irivera@tesidea.com)

### Education

#### Loyola Marymount University

Master of Arts, Special Education

#### University of California, Riverside

Bachelor of Arts, Psychology and Philosophy

### Professional History

#### Total Education Solutions

*SAI & ESS Coordinator*

**South Pasadena, CA**

July 2018 – Present

- Provide direct consultation and oversight of special education programs to partner schools in the Los Angeles areas
- Lead professional development and trainings for school-based staff on IEP compliance and monitoring, IEP development, behavior management, and instruction for students with disabilities
- Drive vision, improvement and growth for the Specialized Academic Instruction (SAI) and Enrichment Support Services (ESS) programs.
- Manage academic support personnel and educational programs in schools, districts and Los Angeles County Office of Education (LACOE).
- Coach and mentor special education teachers, general education teachers and tutors, develop professional development to meet the needs of TES staff.
- Collaborate with school administrators and support staff to evaluate student need and find creative solutions to increase student achievement and access to curriculum.
- Support schools and school staff in understanding and meeting the needs of students with special education eligibility to follow district, state and federal mandates.

#### Endeavor College Preparatory Charter School

*Director of School Culture*

**Boyle Heights, CA**

July 2017 – May 2018

- Gathered and analyzed schoolwide culture data including information on office discipline and data referrals, attendance, and student satisfaction with school.
- Coached, mentored and evaluated the school's psychologist, school counselor, behavior specialists, and individual student aide.
- Led oversight and action planning for litigious special education cases and/or discussion of alternative placements, including follow up with legal counsel when necessary.
- Planned and led professional development for adult learners on a variety of topics including social emotional learning and development, de-escalation strategies, relationship building, parent and student communication and behavior management in the classroom.
- Participated as a member of the school's leadership team to design and revise schoolwide systems, screen and interview candidates, created the school's framework for PBIS, prepared for and participated in district oversight visits and supported the broader team in crises or emergencies.

*Director of Student Supports*

July 2014 – June 2017

- Provided oversight to the school's special education program which comprised over 14% of the overall school population as a member of the school's instructional leadership team.
- Served as direct point of contact with LAUSD's Charter Operated Programs (COP), ensuring compliance with all requirements of membership to remain in good standing throughout term including management of annual special education-specific grant funding of \$39,000.
- Supported and evaluated seven team members, including the school's K-3 resource specialist teacher, special education teaching assistant, school psychologist, school counselor, MSW interns, behavior assistants and individual student aide.

- Created the framework and systems for the school's mental health program, including a referral process to identify and track student need and established partnerships with outside agencies to support students and families.
- Delivered timely support for IEP case management, service tracking of student services in Welligent, served as administrator and reviewed IEPs to ensure legal and ethical compliance, prepared and submitted monthly compliance reports to LAUSD.

*Kindergarten, 6th, 7th & 8th Grade Resource Specialist Teacher*

August 2011 – April 2015

- Monitored and tracked academic, behavior and transition goals for 29 students and reported progress to parents and school team during efficiently-led IEP meetings with school-based teams.
- Conducted formal and informal academic, vocational, and transition assessments, analyzed data, presented reports and developed appropriate goals individualized to meet student needs with feedback from teachers, parents and other service providers to reduce impact on educational achievement.
- Managed 8th grade high school placement and promotion activities including the 8th grade college field trip, class shirts and supported in the planning and execution of promotion ceremony.
- Created and led the 7th and 8th grade running club elective, culminating in five students running the Pasadena half marathon with fundraising support from local donors.

**Teach For America**

**Los Angeles, CA**

*Learning Team Leader /Diversity, Equity and Inclusion Facilitator/Professional Learning Community Leader* August 2013 – April 2015, September 2016 – April 2018

- Planned and led Teach for America Corps Members in professional development on topics in special education, classroom management and engagement strategies, time management, differentiated instruction, diversity and equity and culturally responsive practices.
- Analyzed participant needs and feedback, collaboratively planned sessions with other teachers and leaders to meet needs of the program and participants.

**Stepping Stones**

**Los Angeles, CA**

*Senior Behavior Therapist*  
2011

September 2008 - June

- Provided function-based behavior therapy to four children diagnosed with Autism Spectrum Disorder through systematic implementation of applied behavior analysis (ABA) behavior modification strategies in both the home and school settings.
- Collaborated with a team of supervisors, therapists, school and district staff to meet the specific needs of the child in the areas of maladaptive behavior, academics, communication and social skills.
- Awarded Employee of the Month in May 2010.

**S.E.E.K Education**

**Los Angeles, CA**

*Behavior Consultant*  
2008

January 2007 – June

- Provided ABA therapy to children in the home setting working alongside parents to provide training on the current behavioral program in place to reduce occurrence of maladaptive behaviors.
- Reviewed and monitored behavior data, communicated suggestions for student and program development to supervisor, implemented behavior program within guidelines and best practices for children with Autism.

## Credentials

**California Education Specialist Instruction Credential**

October 2016

*Clear, Mild to Moderate Disabilities, Autism Spectrum Disorder Authorization*

## Nicolette Buenrostro-Chavez

130 S Sunnyslope Ave, Pasadena, CA 91107. (323) 219-0893.

### EDUCATION

**Master of Science Degree:** Communication Disorders and Sciences

June 2018, University of Oregon, Eugene OR

**Bachelor of Arts Degree:** Speech, Language, and Hearing Sciences

June 2013, San Diego State University, San Diego CA

#### Professional License/Certificates

California Speech-Language Pathologist License # 28526

American Speech-Language Hearing Association Certificate of Clinical Competence

#14311625

#### Professional Development Certifications

DIR-Floortime 101 Certified

Hanen It Takes Two to Talk Certified

Hanen More Than Words Certified

Introduction to Prompt Trained

NLA and GLP Trained Clinician

### EXPERIENCE

TES Therapy; Los Angeles, Alhambra and Lynwood, CA

#### LAS Program Coordinator November 2023 - Present

- Supervise and guide SLPs and SLPAs responsible for school-based therapeutic services, ensuring evaluations, interventions, and progress reporting are compliant with IDEA and meet school-specific expectations
- Oversee language and speech service delivery across district, charter, and non-public schools to ensure alignment with State Board of Education regulations, county health department standards, and local school policies.
- Assign school speech and language assessments to SLPs and monitor the quality and timeliness of assessments and related documentation
- Administer school speech and language assessments, upload documentation to school systems (SEIS/Welligent) and attend IEP meetings
- Provide direct services and assessments for pediatric clients in clinic
- Supervise and guide SLPs and SLPA in Lynwood, Alhambra and Los Angeles clinics
- Meet with leadership team to discuss team performance and areas of need
- Lead/coordinate monthly professional development and/or check in meetings for school and clinic teams
- Conduct 90-day and annual performance reviews
- Direct supervision of two SLPAs in the clinic and school setting
- Management of team productivity and team budget

- Management of speech assessment kits and protocols
- Grow and develop the speech team in both clinics and schools
- Train new providers on company systems and policies

#### **Lead Speech-language Pathologist August, 2020 - Present**

- Supervise clinical speech providers in Lynwood, Alhambra and Los Angeles clinics
- Provide direct services for clients age 18 mos-16 years old
- Complete initial evaluations and reevaluations for regional center and insurance clients
- Support school speech and language assessments, as needed, and attend IEP meetings
- Meet with coordinator to discuss team performance and areas of need
- Lead/coordinate monthly professional development and/or check in meetings
- Conduct 90-day and annual performance reviews
- Collaboration with providers from multiple disciplines (e.g. PTs, OTs)
- Direct supervision of two speech-language pathologist assistants
- Supervision of student interns

#### **Speech-language Pathologist July 2018 – August 2020**

- Provide direct services in-person and via telehealth for clients age 18 mos-16 years old
- Complete initial evaluations and reevaluations for regional center and insurance clients
- Collaboration with providers from multiple disciplines (e.g. PTs, OTs)
- Support school speech and language assessments, as needed, and attend IEP meetings

#### **Speech Specialist August 2014 - June 2016**

- Provide direct services at charter schools in Los Angeles County and San Fernando Valley (Elementary, Middle and High-Schools)
- Enter services minutes and write SOAP notes on LAUSD Welligent
- IEP Development: create goals, complete present levels of performance, and enter service minutes
- IEP attendance

#### **OTHER WORK EXPERIENCE**

- **SPED Instructional Assistant Substitute** *EMS SubDesk, April 2018 – June 2018*
- **Hearing Screenings:** 4J School District **October 2016**, Bethel School District, **Sept. 2017**
- **Associate Teacher:** Institute for the Redesign of Learning, *South Pasadena, CA 2014*
- **Special Education Aide:** Institute for the Redesign of Learning, *South Pasadena, CA 2013-2014*
- **Research Assistant:** Cognitive Neuroscience Research Lab, *San Diego, CA 2011-2012*
- **Camp Counselor Volunteer:** Camp Small Talk Speech Therapy, *San Diego, CA 2012*

Janis Kingsley Psy.D., LEP  
Licensed Educational Psychologist  
[jkingsley@tesidea.com](mailto:jkingsley@tesidea.com)

## WORK EXPERIENCE

### **Total Education Solutions – Lead School Psychologist**

*December 2021 to Present*

- ❖ Oversee service delivery across **district**, charter, and non-public schools to ensure alignment with State Board of Education regulations, county health department standards, and local school policies.
- ❖ Lead and support multidisciplinary teams providing therapy, academic, and behavioral services; ensure staff meet legal timelines; maintain documentation standards
- ❖ Supervise and guide staff responsible for school-based therapeutic services, ensuring evaluations, interventions, and progress reporting are compliant with IDEA and meet school-specific expectations.
- ❖ Assist with staffing assignments and monitoring caseloads of psychologists and counselors.
- ❖ Ensure participation or representation in IEP meetings, eligibility conferences, and pre-hearing proceedings; review and monitor the quality and timeliness of assessments and related documentation.
- ❖ Foster collaboration with school teams, families, and **district** personnel to coordinate services, address student needs, and ensure transparent and effective communication across settings.
- ❖ Implement systems to monitor and maintain accurate service logs, attendance records, and billing documentation in compliance with LEA, **district**, charter, and non-public school requirements.
- ❖ Maintain expertise in subject matter by continuing research, study, and attend conferences and trainings.

### **VocoVision Teletherapy**

*January 2021 to November 2021*

Albany Unified School District - School Psychologist

- ❖ Psycho-educational assessments and IEP meetings via teletherapy
- ❖ Collaborate with school personnel and parents via video chat or Phone.
- ❖ Work with students of all age groups (K-12)
- ❖ Work with students with all disabilities (SLD, AUT, ED, MD, ID)

### **Montebello Unified School Psychologist**

*April 2019 to June 2020*

- ❖ Manage a caseload of NPS students.
- ❖ Complete psycho-educational assessments
- ❖ Represent the district as the LEA administrator at annual IEP meetings.
- ❖ Work with students with significant impairments and disabilities.
- ❖ Communicate with teachers regarding use of appropriate strategies to meet students with students with severe disabilities.

### **Pacific Point Academy**

#### **Director of Student Support Services**

*August 2018 to April of 2019*

- ❖ Individual and group counseling of students
- ❖ Parent education, consultation, and training
- ❖ Supervision of staff
- ❖ Providing school wide intervention strategies
- ❖ Staff in services and consultation

### **Santa Monica Malibu Unified School District School Psychologist**

August 2003-June 2018

- ❖ *John Adams Middle School*
- ❖ *Santa Monica High School*
- ❖ Complete psycho-educational assessments
- ❖ School based counseling services
- ❖ Parenting education/workshops
- ❖ Teacher in-services
- ❖ IEP meetings and collaboration with general education teachers
- ❖ 504 meetings
- ❖ Developed coping skills program for middle school students.
- ❖ Developed anxiety prevention workshop for high school students and teachers
- ❖ Consultation with private agencies, therapists, and educationally related mental health services clinicians
- ❖ Provided group and individual counseling services to at-risk youth
- ❖ Provided school wide prevention and intervention strategies
- ❖ Experience working with students in foster family agencies, nonpublic schools, and residential treatment services.
- ❖ Supervision of interns

### **ASSISTANT PROFESSOR**

- ❖ National University School Psychology Sanford College of Education August 2021 –

September 2021. PED 671: Credential level course for school psychology students focusing on learning cognitive assessments

- ❖ Alliant International University Hufstedler School of Education August-December 2013: EDP 8052: Adolescent Development. Doctoral level course focusing on the understanding of the developmental aspects of adolescence from early to late adolescence. Emphasis on the risk and protective factors that contribute to the coping skills and resiliency factors of young adults
- ❖ Alliant International University Hufstedler School of Education August – December 2015: PPS 6009: Child-Adolescent Development. Graduate level PPS Credential course focused on preschool through adolescent development.

## EDUCATION

- ❖ **Doctoral degree for Doctor of Psychology, (Psy.D.)** Alliant International University, Los Angeles, CA January 2009 – December 2012
- ❖ **PPS School Psychology Credential.** California State University, Dominguez Hills, CA 1999-2002
- ❖ **Master of Social Work** University of Southern California, CA 1991-1993
- ❖ **Bachelor of Arts in Psychology** University of Denver 1986-1990

## CREDENTIALS/LICENSES

- ❖ Professional Clear Pupil Personnel Services School Psychology Credential
- ❖ Licensed Educational Psychologist

## PROFESSIONAL TRAINING

- ❖ Training in school crisis management and intervention
- ❖ Substance and alcohol abuse intervention training
- ❖ Child welfare and abuse prevention and screening
- ❖ Member of National Association of School Psychologists
- ❖ Member of California Association of School Psychologist



Appendix C - Data Sheets



## **OT PRESENT LEVELS OF PERFORMANCE:**

### **Student's areas of strength:**

Student is an engaging and hardworking 5th grader and demonstrates several areas of strength. In area of Sensori-Motor skills, Student display a good range of motion and muscle tone for accessing her educational environment and curriculum. According to the BOT-2 standardized test, Student appears in average range in the area of Fine Motor Integration, Manual Dexterity and in Upper Limb Coordination skills. Student is able to identify simple and complex shapes and was able to replicate them accurately with accuracy for orientation, closure, size and starts. During a cutting task, Student was able to cut a circle with 80% accuracy thus displaying adequate bilateral coordination skills observed by her ability to stabilize the paper with her left hand while cutting with her right hand. Student presents with adequate in-hand manipulation skills, which were observed in tasks requiring transferring pennies, form one hand to the other and bead-stringing task. She was also able to complete complex in hand manipulation tasks such as shifting (the pencil from the eraser to the tip), turning the pencil to erase the text and while sorting cards. She scored in the average in area of manual dexterity indicating adequate object manipulation skills.

### **Student's areas of need:**

Per the scores of the Sensory Profile Student Companion 2 and evaluation observations, Student is observed to respond more to vestibular, visual and auditory stimuli and seeks movement. Student's teacher Ms. Camargo reports that, Student plays or fiddles with objects or school supplies and is easily upset by minor injuries. She adds that Student frequently has difficulty in initiating novel tasks, both fine and gross motor and requires multiple directions. Ms. Camargo reports that Student has difficulty organizing material in the classroom and can get frustrated. Accommodations, modifications and teacher consultation would support these areas of need.

### **Impact on Disability:**

Student's eligibility of Autism and challenges in registering, and processing sensory input affects her social and educational participation which impacts her involvement and progress in the general education curriculum.

### **Sample Goal:**

By \_\_\_\_\_, Student will demonstrate improved sensory modulation and regulations skills, by attending to a multi-step educational task for 10-15 minutes, with less than 2 verbal prompts with or without the use of sensory strategies/checklists, 3 out of 5 opportunities as observed by classroom teacher.

# LESSON PLAN AND LOG OF PROGRESS

Client Name: I. G. Age: 7 years, 4 months Presenting Problem: Receptive/Expressive Language Delays  
 Therapy Day: Tuesdays (1x/week) Time: 45 minutes Plan for Week of: 2018.10.30  
 Clinician: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Goal/Objective	Activity/Task	Materials/Equipment	Make the Task Easier	Make the Task More Difficult	Data Collection
By next reortin period 6 months I will Produce three Grammatically correct sentences describing a picture of an object and explain proper pronoun use and subject-verb agreement in 10 trials Ten minimal 2- verbal cues	(10 minutes) The clinician will introduce to the target vocabulary Post office The clinician will show a picture of each word and define each for her  (20 minutes) The clinician will hide and define each word using 3 sentences (e.g., "It is made of paper. It can hold letters inside. It has glue so you can seal it.") Then the clinician will place cards in front of to identify the correct pictured object out of cards	<ul style="list-style-type: none"> <li>Post office vocabulary picture dec letter, envelope, address, stamp, post office, mailbox, postal worker, stationery, post card, zip code</li> <li>objects man latex if needed</li> </ul>	<p>If does not seem to understand the clinician will use actual objects or manipulatives for some of the vocabulary words</p> <p>Decrease the pictured choices to 2</p>	<p>If seems to fully understand</p> <p>Increase the pictured choices or do not use picture choices. Have provide the answer with no visual support</p>	<p>No data collected demonstrated appropriate attention and responses to the activity</p> <p>Choose the correct picture out of 5 choices in 10 trials Ten minimal 2- verbal repetitions</p>
By next reortin period 6 months I will correctly respond to H- questions about a read- aloud short paragraph- length sentences story with 0 accuracy in 10 trials Ten minimal 2-2 verbal cues	(20 minutes) Present a picture from the What's Happening photo card deck to to take a turn after each picture	<ul style="list-style-type: none"> <li>"What's Happening" photo card deck</li> <li>H-question visual support board game (G's choice)</li> </ul>	<p>Point to the part of the picture with the correct answer or provide H- question visual support that explains how to answer the type of question (e.g., "H- questions are for a person")</p>	<p>Is questions not completely dependent on the picture? If the picture is of a father/son fish in as "What do you bring to go fishing?" or "Why do we need bait?"</p>	<p>answered H- questions about a picture in 2/20 trials of each - no hat when here why Ten maximal 6- verbal cues</p>



## IEP HEALTH REPORT

### Student Details:

Date: October 10, 2018	IEP Health Assessment
Student Name: Simon Student	Male
Birthdate: July 1, 2012	Age: 6.2
School: ABC Elementary	Grade: Kindergarten

### Present Levels:

#### Strengths:

1. Passed vision and hearing screening
2. Physical findings within normal limits
3. No medical diagnosis, no daily medication
4. Regular well child exams

#### Needs:

1. Regarding life threatening allergy: ensure up to date contact forms are on file in case of respiratory emergency. Ensure proper documentation from physician is on file to enable student to have Epi pen at school- renew annually.

#### Impact:

Student's health does not impact student's participation, performance, and access in the educational program.

#### Health Accommodations and Modifications:

- Unrestricted access to Epi pen as needed
- Meal staff to be made aware of allergy
- Staff and classroom teacher to be made aware of allergy and emergency action plan if he is exposed



-Consider all staff training, at minimum ensure there are 2-3 staff trained in Epi Pen administration

**Summary:**

Simon is a 6.2-year-old boy with no activity restrictions in good health. Lives with mom and dad, and sibling. Health history was provided by father. Last seen by physician for full physical 2018. No medical diagnosis, no daily medication at this time. Student with life threatening nut allergy (all nuts plus sunflowers seeds). Emergency medication (Epi-pen) kept at front office. Student must ingest in order to have a reaction, for the most part student self-monitors his intake. No other allergies, no recent surgeries or hospitalizations. No attention deficit, seizures, asthma or diabetes. No concerns regarding nutritional intake and diet and sleep habits. No mental health conditions or current mental health services.

Hearing screening (10-10-18) passed at 25dB. No complaints of tinnitus/ringing or difficulties in hearing. Passed distance vision screening (10-10-18) with acuity of 20/20 both eyes, right 20/20, left 20/20. Passed near vision screening (10-10-18) with acuity of 20/20 both eyes, right 20/20, left 20/20. External eye exam within normal limits, PERRLA (Pupils equal round reactive to light and accommodation), adequate tracking and convergence at this time. No complaints of headache, eye fatigue, double or blurry vision. Height of 47.25 inches, 74th percentile, within normal. Weight of 46.5 lbs, BMI 14.7, 27th percentile, within normal. Gross motor skills are intact, right hand dominant. No medical follow up needed at this time.

Report by:  Emily Green, RN

Date: October 10, 2018 Total Education Solutions

Adaptive Equipment List			
School / Student	Equipment	Serial Number	Notes
<b>A Elementary</b>			
Student 1	Gait Trainer (size: Large)	SPED-342	Grey
Student 2	Stander	SPED-243	Red
Student 3	Gait Trainer (size: Large)	SPED-485	Red
Student 4	Gait Trainer (size: Large)	SPED-250	Tan, ordered new Gait Trainer (waiting on funding)
Student 5	Gait Trainer (size: Large)	SPED-262	
Student 6	Stander	SPED-240	Red
Student 7	Gait Trainer (size: Large)	SPED-290	Blue
Student 8	Reverse Walker	SPED-483	Kaye Brand
Student 9	Stander	SPED-499	Blue
Student 10	Stander	SPED-482	EZ Stand (Banta) Sit-to-Stand
	HeadPod	N/A	Ordered, not received
	Stander	SPED-443	EZ Stand (Banta) Sit-to-Stand
Student 11	Activity Chair (size: Large)	SPED-DB-21	
	HeadPod	N/A	Has headpod (no SPED code)
Student 12	Activity Chair (size: Medium)	SPED-187	
	Gait Trainer (size: medium)	SPED-239	Tan
Student 13	Gait Trainer (size: Large)	SPED-486	Grey
Student 14	Reverse Walker	N/A	Does not have a reverse walker (need to order)
	Gait Trainer (size: Small)	SPED-188	Tan
Extra Equipment	Gait Trainer (size: Medium)	SPEDLA-007	Blue
	Hoyer Lift	PLE-067	Silver/grey
	Stander	SPED-192	Blue
<b>B Elementary</b>			
Student 1			Ordering Reverse Walker (waiting on funding)
<b>C Elementary</b>			
Student 1	Reverse walker	SPED-190	Green
	Gait Trainer (size: Medium)	SPED - 254	In Rm. 34 (will be transferred to room for TW once enrolled)
Extra Equipment	Activity Chair (size: Small)	SPED - 265	In Rm. 34 (will be transferred to room for TW once enrolled)
	Stander (size: Small)	SPED - 255	In Rm. 34 (will be transferred to room for TW once enrolled)
<b>D Elementary</b>			
Student 1			Ordering gait trainer and activity chair (waiting for funding)
Student 2	Gait Trainer (size: Medium)	SPED-484	Red
	Activity Chair (size: Small)	SPED-268	Tan
Student 3	Reverse walker	SPED-275	Kaye Brand
Student 4	Activity Chair (size: Small)	PLE-052	Red Seat

<i>Extra Equipment</i>	Gait Trainer (size: Small)	SPED-267	Blue, No Seat or Chest Prompt
	Gait Trainer (size: Medium)	SPED-253	Tan
<b>E Elementary</b>			
Student 1	Activity chair (size: Large)	SPED-498	Blue
Student 2	Stander (size: Medium)	N/A	EasyStand, black, Ordering part replacement (knee block)
	Gait Trainer (size: Large)	SPED-500	Blue
<i>Extra Equipment</i>	Gait trainer (size: Medium)	SPED-249	Tan
<b>F Elementary</b>			
<i>Extra Equipment</i>	Transfer wheelchair	GEN-4480	Probasics, black
<b>G Elementary</b>			
Student 1	Gait Trainer (Size: Small)	ARRA-001	
Student 2	Gait Trainer (Size: Small)		
Student 3			Sharing gait trainer with K. Baker
<i>Extra Equipment</i>	Activity Chair (size: Small)	SEDPS-001	Rm. K1
	Stander		In a storage room at Bursch ES
<b>H Elementary</b>			
Student 1	Activity Chair (size: Small)	SPED-479	
<b>A Middle</b>			
Student 1			Ordering reverse walker, back support/seat cushion
Student 2			Ordering reverse walker with forearm support
<b>B Middle</b>			
Student 1	Rifton TRAM	SPED-294	
<b>C Middle</b>			
	Stander	SPED-247	
Student 1	Gait Trainer (size: Large )	# has rubbed off	
<i>Extra Equipment</i>	Gait Trainer (size: Medium )	No # listed	No longer in use
<b>A High School</b>			
Student 1	Stander (size: Large)	SPED - 334	
Student 2	Gait Trainer (size: Extra Large)	SPED - 260	
Student 3	Stander (size: Large)	SPED - 244	
Student 4			Ordering Reverse Walker; ordered and waiting for arrival
<b>B High School</b>			
Student 1	Stander (size: Large)	SPED - 257	
	HeadPod	N/A	No SPED ID #
Student 2	Stander (size: Large)	SPED - 242	
	Tricycle (size: Large without prom	ID: R14020180130AA	Blue
	Stander (size: Large)	SPED - 480	
Student 3	Tricycle (size: Large with prompts)	SPED - 489	Green

Student 4	Stander (size: Large)	SPED - 246	
Student 5	10 seat cushions, 8 back rests	N/A	
Student 6	Stander (size: Large)	SPED - 248	
	Gait Trainer (size: Large)	SPED - 488	Green
	Rifton TRAM	SPED - 242	
<i>Extra Equipment</i>	Stander	SPED - 481	To be transferred to Compton HS Rm. G103
<b>C High School</b>			
Student 1	Stander (EXTRA)	N/A	
<b>ABC School</b>			
Student 1	Stander (size: Large)		
	Gait Trainer (size: Large)		Purple
	Hi-Lo Table		

## Sample Present Level - Language and Speech

### **Articulation**

**Areas of Strength:** Student is a sweet and friendly boy that works hard during the speech sessions to correct his speech sounds. He enjoys participating in activities and games with the clinician and often shares his artwork and talks about his favorite characters. The student has shown progress in producing speech sounds with moderate levels of prompting and cueing. He typically benefits from visual and gestural supports to enhance the accuracy of his sound production. He is often observed supplementing his verbal communication with gestures, pantomimes, or writing. Overall, he demonstrates a strong desire to engage and communicate with his peers in the classroom.

**Areas of Need:** Student continues to need support with his articulation and intelligibility. Student is observed to have the following sound errors in his speech: lateralization of /s, z/, final consonant deletion of /p, t, d, m, n, f, v, r, l/, gliding of /r/, cluster reduction of /s, l, r/ clusters and sound substitutions for the following sounds /f, k, v, th, sh, ch, l, r/. Student can be observed protruding his tongue for fricative sounds: /s, z, f, v, th/. Student continues to benefit from moderate prompts and models in order to find the correct placement for his articulators. Student is 36% intelligible to an unfamiliar listener in a known context which may significantly impact his ability to communicate his ideas and opinions.

**Impact of Disability:** Student's articulation disorder impacts his ability to communicate, be understood by peers and/or adults, and engage with peers and/or adults which impacts his involvement and progress in the general education curriculum.

### **Annual Goal**

1. By 2/2026, Student will produce /p, b, t, d, m, n, k, g/ phonemes in the final position of CVC words with 80% accuracy (8 out of 10 trials) given minimal prompts as measured by SLP data and observation.
2. By 2/2026, Student will produce /s, z/ phonemes in all word positions at the word level with 80% accuracy (8 out of 10 trials) given minimal prompts as measured by SLP data and observation.



Service/Program:

Provider Name:

Email:

Phone #:

## Service Provider Introduction Agenda

*We look forward to supporting your school this year!*

Agenda Items	Notes
<b>Supervisor and Provider Introductions</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Main contacts</li> <li><input type="checkbox"/> Preferred methods of communication</li> <li><input type="checkbox"/> Who to go to for what?</li> </ul>	<b>TES Supervisor contact:</b>  <b>School contact:</b>
<b>School Logistics</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Sign in &amp; campus entry procedures</li> <li><input type="checkbox"/> Parking</li> <li><input type="checkbox"/> Dress code</li> <li><input type="checkbox"/> Wifi access</li> <li><input type="checkbox"/> Incident/accident reporting</li> <li><input type="checkbox"/> Posted Emergency Procedures and Evacuation Exits</li> <li><input type="checkbox"/> Room assignment for services / assessments</li> </ul>	<b>Who signs documentation (SIS / CR)?</b>
<b>Role</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Service delivery method (in-person, virtual, etc)</li> <li><input type="checkbox"/> Service tracking &amp; access (SEIS, Welligent, STAR, etc.)</li> <li><input type="checkbox"/> Session notes, service logs &amp; compliance</li> <li><input type="checkbox"/> Case management</li> <li><input type="checkbox"/> IEP development &amp; scheduling IEPs</li> <li><input type="checkbox"/> IEP calendar, assessments &amp; timelines</li> </ul>	<b>Service Tracking System used:</b>  <b>What is the process to gain tracking system access:</b>  <b>In-person or Zoom IEP?</b>
<b>Caseload</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> TES TotalView/ISAs</li> <li><input type="checkbox"/> Student list and schedules</li> <li><input type="checkbox"/> Provider schedule</li> <li><input type="checkbox"/> No show/cancellation documentation, make-up</li> </ul>	
<b>School Calendar</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Vacation and early release dates</li> <li><input type="checkbox"/> Progress report due dates</li> </ul>	
<b>School Background</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> School's values and goals for the year</li> <li><input type="checkbox"/> Specific focus or curriculum</li> <li><input type="checkbox"/> Anything else to know?</li> </ul>	
<b>School Tour</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Orientation to the site</li> <li><input type="checkbox"/> Staff Introductions</li> <li><input type="checkbox"/> Emergency Procedures and Evacuation Exits</li> </ul>	

## Appendix D - Marketing Materials



## Southern California Programs and Services

*Through a comprehensive, multidisciplinary approach, Total Education Solutions' (TES) team of specialists offer an array of services to create customized solutions and achieve student goals.*

### Speech and Language Therapy

Social and Pragmatic Groups  
Bilingual Therapies and Assessments  
Augmentative and Alternative Communication  
Assessments and Therapies

### Occupational Therapy

Visual Motor Skills Evaluation and Intervention  
Keyboarding Assessments and Intervention  
Sensory Processing Assessments  
Environmental and Ergonomic Modifications  
Therapeutic Listening and Interactive Metronome

### Physical Therapy

Mobility and Safety  
Campus Accessibility  
Specialized Equipment and Training

### Nursing

Scoliosis, Hearing, and Vision Screenings  
Special Education Health Assessments  
Teacher/Staff Trainings  
504 Support

### Our Providers

We ensure high standards of service delivery and professionalism by inviting only the most qualified candidates to join our team. Our staff meets all state licensing or credentialing requirements, as well as applicable background checks. Our fees include salary, payroll taxes, benefits, unemployment, and professional liability insurance.

### Our Support Systems

TES TotalView, our web-based, student tracking/data management system, enables access to school site, student service delivery, and invoicing information. Additionally, we develop and deliver a large array of professional development and training programs covering innovative teaching and therapy practices.

### Behavioral Intervention and Support

Applied Behavior Analysis (ABA)  
Functional Behavior Assessments (FBA)  
Social Skills Groups

### Pupil Personnel Services (PPS)

School Psychologists  
Counseling and Guidance (group or individual)  
DIS and ERICS/ERMHS

### Specialized Academic Instruction

Mild to Moderate Teachers  
Moderate to Severe Teachers  
Instructional and 1:1 Aides

### Adapted Physical Education

Object Control Skills  
Physical Fitness  
Perceptual Motor Skills

**In person services throughout California, Michigan, and Ohio.**

**Online services worldwide**

@TES4KIDS

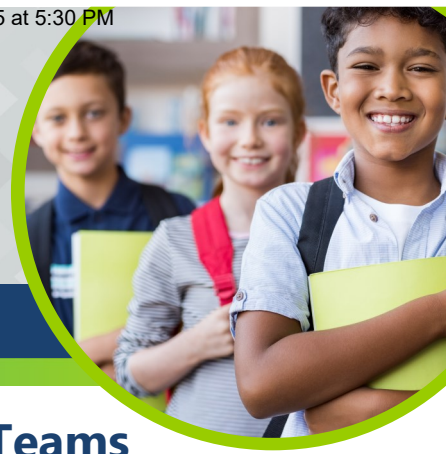


For more information contact us at  
[schools@tesidea.com](mailto:schools@tesidea.com)

(888) 4TES-KIDS  
[www.TESIDEA.com](http://www.TESIDEA.com)



Empowering Individuals of All Abilities



## Professional Development & Training for School Teams

TES offers a wide range of professional development sessions for your school-based staff. Training sessions can be customized to meet the unique needs of your school and teams.

### Behavior

#### **ABA Strategies for the Classroom 1 hour**

Define ABA, key classroom behavior support concepts, antecedent and consequence strategies, and learn and practice ABC data collection.

#### **Behavior Management Basics 1 hour**

Learn ABA basics, common behavior functions, and evidence-based practices for antecedent strategies, consequence strategies, and teaching functionally equivalent replacement behaviors.

#### **Behavior Skills Training (BST) 1 hour**

Learn to implement behavior skills training (BST) for teaching significant skills to school staff, parents/caregivers, or students.

#### **PBIS in School Settings 1 hour**

This training covers the history of PBIS, basic behavior management principles, and Tier 1 and Tier 2 interventions, including practical strategies for improving classroom behavior.

### Compliance & IEPs

#### **Communicating Finding at IEP Meetings 1 hour**

This session offers guidelines and practice opportunities for presenting clear, child-centered findings at IEP meetings, with or without interpreters.

#### **IEP Case Managers: Setting Up The Year 2 hours**

Explore practical tools and resources for special education program support and oversight, with provided checklists, templates, and guided work time to establish compliance systems for the school year.

#### **IEP Meeting and Document Compliance 1.5 hours**

Dive into essential IEP components, productive meetings, common IEP document errors, and pre- and post-meeting strategies.

#### **Writing PLP Impact Statements 1.5 hours**

Learn to write descriptive, compliant present levels of performance for IEPs, connecting student strengths and needs, and discussing accommodations for each eligibility area.

### Development

#### **Promoting Gross Motor Development of Preschool Students 1 hour**

Discover preschoolers' gross motor development and strategies for promoting it, offering evidence-based recommendations and activities to enhance strength, balance, and motor planning skills.

#### **Fine Motor Development in Preschoolers 1 hour**

Explore strategies to promote fine motor skill development in preschoolers, including screening and guidance toward accurate practices, covering topics such as hand grasp, strength, and manipulation.

#### **Supporting Speech Development in the Classroom 1 hour**

Learn about team collaboration and classroom strategies for teachers and support staff to develop speech and language goals. Strategies to support carryover and generalization will be shared to help overall student speech development in all settings.

#### **Identifying Speech/Language Delays in Early School-Aged Children 1 hour**

Explore language components and educator-assisted identification of delays/disorders in young school-aged children, including discussion of referral timing and the assessment process.

### School Health

#### **Diabetes Management in School Settings 1 hour**

Educate school personnel on how to optimize health and learning for students with diabetes, ensuring they can perform routine and emergency care tasks with procedures, safety plans, and resources provided.

#### **Seizure Management in School Settings 1 hour**

Equip school personnel with seizure care training to administer emergency care tasks for students with epilepsy, ensuring their health needs are met even in the absence of a nurse, with comprehensive procedures and resources for support provided.

Connect With Us!

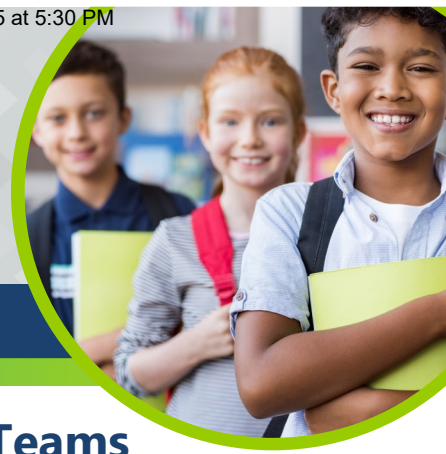


For more information contact  
Isabella George - [igeorge@tesidea.com](mailto:igeorge@tesidea.com)

(888) 4TES-KIDS  
[www.TESIDEA.com](http://www.TESIDEA.com)



Empowering Individuals of All Abilities



## Professional Development & Training for School Teams

TES offers a wide range of professional development sessions for your school-based staff. Training sessions can be customized to meet the unique needs of your school and teams.

### Special Education

#### **Special Education 101: Introduction to SpEd 1 hour**

This introductory session covers special education fundamentals, including IDEA, the IEP process, and inclusive classroom strategies, tailored for educators new to or refreshing their understanding of the field.

#### **Special Education 102: Strategies and Implementation 1 hour**

Explore effective strategies for managing special education programs, including key operational systems, case studies, and collaborative problem-solving for addressing complex student needs.

#### **Understanding Disabilities in Special Education 1 hour**

Dive into the 13 eligibility categories in special education, covering their characteristics, impact on learning, and effective support strategies in the school setting.

### Student Support

#### **Low Incidence Funding and Specialized Services 1 hour**

Learn about low incidence eligibilities, IEP documentation requirements, ordering equipment, training staff, and other ways to support in school.

#### **Specialized Equipment to Support Students with Orthopedic Impairments (OI) 1 hour**

Learn about various equipment and medical diagnoses commonly encountered in special education, including walkers, gait trainers, and conditions such as cerebral palsy (CP) and Down syndrome.

#### **Safe Lifting and Transferring of Students 1 hour**

Explore how to safely lift and transfer students in the school setting. Topics will include body mechanics, transfer planning, types of transfers, proper use of equipment, and maximizing student independence.

#### **Sensory Processing in School Settings 1 hour**

Understand sensory processes and learn strategies to facilitate full student participation, reduce barriers, utilize assistive technology, and offer support within the school environment.

### Leadership in School Settings

#### **Defining Yourself as a Leader 2 hours**

Dive into your leadership core values, help identify team members' values, and explore personal and professional tendencies, including Enneagram personality characteristics, for enhanced workplace effectiveness.

#### **Coaching Team Members 1 hour**

Learn the GROW model's stages - Goal, Reality, Options, Way Forward - and learn to apply its principles effectively in coaching conversations, while enhancing skills like active listening and goal setting to adapt to diverse coaching contexts and individual needs.

#### **Team Appreciation and Reinforcement 1 hour**

Explore the 5 Languages of Appreciation in the workplace, learning practical applications to boost employee engagement and morale, and develop strategies for expressing appreciation tailored to individual preferences, fostering a positive and supportive environment.

#### **Accountability and Feedback 2 hours**

Learn The Oz Principles of accountability and the significance of fostering a culture of accountability in the workplace, while also exploring crucial conversations, constructive feedback, and practicing skills to enhance individual and team accountability, communication, and performance.

### Team Wellness

#### **Crafting Your Educator Self Care Plan 1 hour**

Amidst heightened educator burnout, engage in a working session to create a personalized self-care plan, prioritizing stress reduction, organization, and well-being to support both yourself and your school community effectively.

#### **Rapport Building: Positive Relationships with Teams 1 hour**

Collaborate on strategies to utilize with team members to find common ground, celebrate differences, and master communication skills for challenging conversations.

Connect With Us!



For more information contact  
Isabella George - [igeorge@tesidea.com](mailto:igeorge@tesidea.com)

(888) 4TES-KIDS  
[www.TESIDEA.com](http://www.TESIDEA.com)



# What is INTENSIVE THERAPY?



## What is Intensive Therapy?

Intensive therapy offers a powerful way to accelerate your child's development in daily living skills and overall function. The intensive program is typically 1-3 hours per day, 5 days per week for 1-3 weeks. We work with you and your family's availability to customize the program for each child.

Our dedicated therapists work hand-in-hand with you to design a tailored program, focusing on targeted goals and activities that foster quicker progress compared to standard therapy approaches.

## Benefits of Intensive Therapy include:

- Quicker improvements in strength, balance, and functional abilities.
- Faster development of trust and rapport between your child and their therapists.
- More repetitions and increased opportunities to practice essential skills.

## INTERESTED IN LEARNING MORE?

Contact our Clinical Director, Dr. Jacklin Pfaff - [jpffaff@tesidea.com](mailto:jpffaff@tesidea.com)

1015 Wilshire Blvd., Suite 200 - Los Angeles, CA 90017



(213) 607-4400

[www.tesidea.com](http://www.tesidea.com)

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@TES4KIDS



# Social Explorers! **SUMMER CAMP**

**TES IS OFFERING A PRIVATE PAY "SOCIAL EXPLORERS" SOCIAL SKILLS GROUP LED BY BOARD CERTIFIED BEHAVIOR ANALYSTS AND OTHER ABA SUPPORT STAFF THIS SUMMER AT OUR CLINIC**

**One session per week for 2.5 hours per day across 4 weeks, beginning the week of July 7 to July 28**

**Sessions will range from 9:30 a.m. - 12:00 p.m., 10:00 - 12:30 p.m., or 10:30 a.m. - 1:00 p.m.**

**1015 WILSHIRE BLVD., SUITE 200  
LOS ANGELES, CA 90017**

Don't miss out on this opportunity for your child to build valuable social skills and make new friends!





# Social Explorers!

## SUMMER CAMP

**TES IS OFFERING A PRIVATE PAY "SOCIAL EXPLORERS" SOCIAL SKILLS GROUP LED BY BOARD CERTIFIED BEHAVIOR ANALYSTS AND OTHER ABA SUPPORT STAFF THIS SUMMER AT OUR CLINIC**

**One session per week for 2.5 hours per day on Wednesdays from July 2-23, 2025.**

**Sessions will range from 9:30 a.m. - 12:00 p.m., 10:00 - 12:30 p.m., or 10:30 a.m. - 1:00 p.m.**

## AGES AND COST

**5151 MURPHY CANYON RD, SAN DIEGO, CA 92123**

Don't miss out on this opportunity for your child to build valuable social skills and make new friends!

Scan for Details





## Empowering Individuals of All Abilities

### Supporting Your Special Education Needs



Total Education Solutions (TES) is a California Department of Education state certified non-public agency providing DIS and educational services to school districts, charter, non-public, and private schools throughout the state of California.

Partnering with schools across the Los Angeles and San Diego areas, we provide special education services, conduct assessments, support in the IEP process, and provide consultation and training. Our fee-for-service model allows our support to be flexible based on the ever-changing needs of your school.

### Setting Up Services with TES



### Partner With Us

Email [schools@tesidea.com](mailto:schools@tesidea.com)

[TES Website - www.tesidea.com](http://www.tesidea.com) [Programs and Services](#)

***We look forward to supporting your school!***



*To empower individuals of all abilities by fostering opportunities for success through customized, innovative solutions.*



## Appendix E Vendor Services Agreement



**Consulting and Service Agreement  
between  
Total Education Solutions, Inc.  
and  
(XXX Charter School)**

**2025-2026**

## Total Education Solutions

### CONSULTING AND SERVICES AGREEMENT

This Consulting and Services Agreement (“Agreement”) is entered into as of the Commencement Date outlined in Section 1 below by and between Total Education Solutions, Inc. (“TES”), a California corporation, and (XXX “Client”).

#### RECITALS

- A. TES engages in the business of providing education, therapeutic, and consulting services to nonprofit and for-profit education and social services agencies.
- B. Client is a charter school that offers educational/therapeutic programs to students at locations identified in Appendix B hereto (the “Service Locations”) or online.
- C. Client wishes to engage TES to provide certain services with respect to Client’s education and/or social service program (the “Program”), and TES wishes to provide such services pursuant to the terms and conditions set forth below.

#### AGREEMENT

In consideration of the promises and covenants contained herein, the parties agree as follows:

##### 1. COMMENCEMENT DATE AND TERM

This Agreement shall commence at 12:01 a.m. on July 1, 2025 (the “Commencement Date”), and shall continue until 11:59 p.m. on June 30, 2026 (the “Term”).

##### 2. SERVICES TO BE PROVIDED BY TES

During the Term of this Agreement, TES shall provide the services described on Appendix C hereto in connection with the Program (the “Services”) to students/clients assigned by Client and TES shall provide personnel as TES determines are reasonably necessary to provide the Services (the “TES Personnel”), according to the Client’s written or electronic Request for Service.

##### 3. ADDITIONAL SERVICES

If Client requests any services from TES in addition to the Services, such additional services will be provided by TES only if the parties have mutually agreed in writing or by electronic request upon the specific additional services, the scope of such additional services, and the additional compensation to TES for such additional services.

##### 4. CALENDAR

Services will not be provided by TES on Client holidays, Client breaks, or TES holidays without client written approval. Client must provide a copy of the client’s calendar to TES prior to the start of commencement of this Agreement and provide at least 10 business days’ notice of other closures or non-work days to avoid paying TES for missed sessions.

TES observes the following legal holidays: Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, and Juneteenth. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client’s students. Unless specifically stated in writing by Client, non-direct client services, such as IEP preparation and report writing, may be billed on client-designated “teacher work days” and “in-service days”.

## 5. RECORDS

TES agrees that all files, documents, records, and materials created by TES while providing the Services during the Term of this Agreement, other than TES' internal and business documents, shall be the property of Client. TES agrees that upon expiration or termination of this Agreement for any reason, upon request TES shall deliver such property of Client to Client, subject to Sections 12(e)(ii) below. Both during and after the Term of this Agreement, TES shall be permitted to inspect and/or duplicate, at its own expense, any individual student file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students, to assist in the defense of any claim or threatened claim against TES or TES Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student records. TES Personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) and any other applicable laws, unless the disclosure is otherwise permitted by law.

## 6. RESPONSIBILITIES OF CLIENT

- (a) Service Frequency & Duration. Client will notify TES of the agreed-upon service provision by requesting the service in TES TotalView or through an Individual Service Agreement (ISA), and provide prior notice to TES of any changes to the service provision or termination of services by updating the request in TES TotalView or submitting a new ISA. Upon written request, TES will track IEP minutes utilizing the school's preferred tracking system such as SEIS, Welligent, etc.
- (b) Student Records. During the term of this Agreement, Client shall provide TES with such Student records, including, but not limited to Individualized Education Plans ("IEP") or Individual Family Service Plan ("IFSP"), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, special education services, such as those provided by TES, cannot be delivered to special education student without IEP/IFSPs or written signed consent. TES must verify an IEP/IFSP before provision of Services to students. For other students, written or electronic request is required as outlined in 6a above to provide non-IEP/IFSP services.
- (c) Notice of Meetings. Client shall provide TES with no less than ten (10) business days' advance written notice of any and all meetings involving students in the Program provided by TES, such as IEP/IFSP meetings, etc. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (d) Compliance with Laws. During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.
- (e) Compliance with TES Policies. During the Term of this Agreement, Client shall comply in all respects with TES policies and procedures relating to student absences, difficulty contracting/serving students, and service refusal.
- (f) Facilities & Parking. TES will provide Services to Client at Client's facility, TES Clinics agreed upon public location or online, and Client shall provide a facility (including space, facilities, furniture, and furnishings) reasonably necessary for TES to provide the Services. TES utilizes a web-based database to document services, including student attendance and progress notes. The client shall provide all TES employees assigned to serve the client's students access to an on-site computer with a connection to the Internet. The on-site computer does not need to be for the exclusive use of TES employees, and the use of Client's computer(s) by TES employees will be solely for documentation purposes. There shall be no charge to TES to utilize Client-owned, controlled, or leased sites or facilities and equipment arising from or related to the provision of Services. Additional Client sites or facilities may be added only if the parties have mutually agreed in writing. Parking will be made available to the assigned TES service provider if adequate and unmetered street parking is unavailable. If Client cannot provide parking to the TES personnel, the Client will be invoiced for parking expenses every month to cover incurred costs while on-site providing services.
- (g) Access to WiFi. Client will provide TES service personnel with WiFi/internet accessibility while on site providing agreed-upon services. If WiFi is unavailable due to network restrictions, the Client will incur a monthly service charge of \$50 per provider for access to WiFi through a mobile hotspot, which will be added to the monthly invoice for services.

- (h) Payment. Client shall compensate TES for the Services as provided in Section 9 below. TES will invoice each Client's site as indicated in Appendix B to include the date(s) and session length(s) for each type of service provided. Services are documented electronically in the TES system. The client will determine additional documentation requirements before services commence.
- (i) Orientation. Client shall provide personnel with instructions regarding Client and facility policies. Orientation time will be billed to and paid by the Client according to the rates outlined in Appendix D. In the event Client requires Personnel to report to work before the first day of scheduled assignment to fulfill any pre-employment requirements, Client will pay TES the personnel rate described on Appendix D for each hour spent by Personnel fulfilling such requirements.
- (j) California-mandated breaks and rest periods. Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client agrees to pay for mandated breaks per the rates outlined in Appendix D. Client shall reimburse TES for any costs, including penalties, incurred by TES should Client fail to comply with this requirement.
- (k) Termination of service or service provider. The client agrees to provide a minimum of 10 business days' written notice to terminate a service or to request an alternative service provider. Failure to provide the required notice period will result in the client being responsible for payment equivalent to the services provided up to the termination date.
- (l) Unscheduled Closures – Client agrees to assume responsibility for the payment of any and all amounts due to TES as a result of an unscheduled or unplanned closure of Client's Facility (identified in Appendix D below) whether due to weather, emergency, lack of utilities, or otherwise to the extent such closure occurs with less than 24 hours' notice to Personnel ("Unscheduled Closure"). Should an Unscheduled Closure occur, Client agrees to pay TES 100% of the scheduled time for each assigned service billing rate, as specified in Appendix D.

## 7. ADDITIONAL RESPONSIBILITIES OF TES

- (a) Qualifications, Credentials, Licenses. All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of California requirements for providing the Services, such as holding an appropriate California credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel to serve students enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. An officer of TES shall certify to Client that TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to California law, which certification shall accompany the list described in Section 7(a). Client will incur additional costs for any health screenings and/or credentialing requested not outlined in this section (7a).
- (b) Fingerprinting Requirements. TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with a student of Client have been convicted of a violent or serious felony (as defined by applicable law) or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who the DOJ has cleared.
- (c) Commencement of Services. TES will contact the student and/or the student's parent or guardian if requested to do so by the Client to commence services to such student within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 6(a)) below, which include TES TotalView and/ISA.). TES shall have (5) business days following such notification to notify Client in writing if TES cannot commence Services to a student due to the type of service requested or because the service requested is not otherwise consistent with the obligations of TES outlined in this Agreement. Should TES be unable to provide such requested Services, TES will notify the Client in writing within ten (10) calendar days.
- (d) Attendance Reporting. TES shall keep accurate records of Student attendance and time spent by TES Personnel in providing Services to students in the Program.

- (e) Service Logs. TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (f) Program Monitoring. TES shall comply with Client's reasonable requests for periodic monitoring of student progress. Client shall have access to observe the student in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's students, and to review the progress of such student, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.
- (g) Progress Reports. Upon request, TES shall provide Client with a progress report which shall identify the current performance levels of such student by agreed-upon dates each school year.
- (h) Annual Reviews. For each student assigned to the Program by Client, TES shall provide Client with a progress report that shall identify current levels of performance and suggested goals of the student at least four (4) business days before mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(c) above.
- (i) Compliance with Laws. During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to the provision of special education services.
- (j) Equal Treatment. TES and its employees shall not unlawfully discriminate against any person in the provision of services because of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- (k) Familiarity with Student Records. TES Personnel shall review and familiarize themselves with student records such as IEP/IFSPs provided to TES pursuant to Section 6(b) above. TES Personnel shall review and become familiarized with documents provided to TES by Client or otherwise made available to TES relating to the individual needs of students in the Program, including but not limited to evaluations, reports, observations, and family history.
- (l) TES Client Information. TES may provide access to specific client information through its online portal, TES TotalView, and hereby grants Client a non-exclusive license while this Agreement is in effect for the sole and exclusive purpose of fulfilling its obligations to TES and allowing TES to fulfill its obligations under this Agreement. Client acknowledges and agrees that TES TotalView and its related services and information constitute the property of TES and TES Proprietary Information (as defined in Section 15(a) below) and that Client's use of the TES TotalView is subject to Section 15(a) below. Without limiting the generality of the foregoing, Client agrees that (1) access to TES TotalView will be terminated upon the expiration or earlier termination of this Agreement, and (2) Client may not copy or reproduce the information found in TES TotalView in whole or in part, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion). Upon the expiration or termination of this Agreement, Client will cease any further use of TES TotalView except for the information required to be part of official school and pupil records under Federal and State regulations, as allowed by this Section.

## 8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

Upon request, TES and Client shall agree to furnish each other copies of their respective current corporate bylaws and a current list of their respective Boards of Directors and corporate officers. TES and Client mutually agree to take such actions as may be reasonable and necessary to avoid any actual or potential conflicts of interest.

## 9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix D, which rates shall be subject to adjustment as provided in Appendix D (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
  - (i) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix D, showing a credit to Client for the amount of the Prepayment for that month, and

accompanied by true and complete documentation of the attendance and time described in Section 7(d) above. Special requests for additional information or documentation beyond TES' usual and customary documentation must be agreed to in advance in writing and not create an undue burden to TES. If the request requires significant time, a service charge will be added to each invoice to cover our out-of-pocket expenses. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.

- (ii) If Client has a bona fide, good faith dispute concerning whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to TES describing such dispute in reasonable detail within ten (10) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student and other records relevant to the disputed charges. If the dispute remains unresolved after the thirty (30) day period, either TES or Client may terminate this Agreement with a minimum of forty (40) business days' written notice as per Section 12(b) below. Regardless of termination, either party retains the right to submit the dispute to mediation and arbitration as outlined in Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.
- (iii) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a finance charge equal to the greater of 10% or the highest maximum lawful rate per annum, which will be added to all outstanding amounts, compounded monthly. Client agrees to pay TES all costs incurred in collecting past due amounts, including actual attorney, court, and dispute resolution fees.
- (b) Time for Which Compensation is Payable. TES shall be compensated in accordance with Appendix D for all time spent by TES Personnel providing Services and administrative support which consist of instruction or therapy to students in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client's staff and parents of Program students, scheduling, and also for time scheduled for such instruction or therapy by Client or the parents of a student in the Program even if the student is not in attendance unless TES or the assigned TES Personnel has been given no less than 24 hours advance notice that the student will not attend or that the scheduled instruction or therapy has been canceled.
- (c) Permanent Placement. Upon Client's request, TES will identify, qualify, and interview individuals pursuant to the Client-specified job description for Client's direct hire opportunities. If Client hires such individual, Client will be billed in the next billing cycle a fee equal to the greater of USD \$25,000 or 35% of such individual's annual base salary calculated on a 40-hour work week. Such fee shall be due and payable under the terms and conditions of this Agreement.
- (d) Overtime. Client will be billed for all overtime hours in accordance with the current state and federal laws, rules and regulations where such services are being provided. Calculations of overtime will be 1.5 times the service rate or two (2) times the service rate as indicated on the rate sheet as required by law.
- (e) Payment Address and Methods of Payment. Client will make all payments payable to Total Education Solutions at 99 Pasadena Ave. Suite 10-C, South Pasadena, CA 91030, Attn: Accounting Department. TES accepts checks, money orders, credit cards, or ACH.

## 10. INSURANCE

- (a) Insurance Obligations of TES. TES shall procure and maintain the following insurance while this Agreement is in effect:
  - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse, and Molestation, covering all activities of TES Personnel at Client's facilities in performance of TES' obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars

(\$7,000,000) per total general aggregate limit. TES agrees to provide Client with a Certificate of Insurance.

- (ii) Workers' Compensation And Employers' Liability Workers' disability compensation insurance covers each TES employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.

Part A. Statutory Limits

Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

- (b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:

- (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per aggregate limit.

- (ii) Workers' Compensation and Employers' Liability Workers' disability compensation insurance, which insurance shall comply with all applicable legal requirements.

Part A. Statutory Limits

Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

## 11. INDEMNIFICATION

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents, and employees from all liabilities and claims for damages for death, illness, or injury to persons or property damage (including, without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES' obligations hereunder.
- (b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TES and its officers, directors, agents, shareholders, and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including, without limitation, consequential damages) arising from Client's operation of its business and/or resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than TES).
- (c) Notice, Cooperation, and Opportunity to Defend. The party entitled to be indemnified under this Section 11 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 11 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the Indemnifying Party shall defend such claim at its expense with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any records or documents in the possession of the Indemnified Party that are relevant to or necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend and resolve such claim, the Indemnified Party may do so without the indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense and any settlement, award, or judgment arising therefrom, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.

- (d) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.
- (e) The provisions of this Section 11 shall expressly survive the expiration or termination for any reason of this Agreement.

## 12. TERMINATION

- (a) Without Cause. Either party may terminate this Agreement, without cause, upon at least sixty (60) business days prior written notice.
- (b) Dispute Over Charges. Either party may terminate this Agreement upon no less than forty (40) business days' notice as provided in Section 9(a)(ii) above.
- (c) For Nonpayment. TES may terminate this Agreement for Client's breach of its obligations to timely pay amounts due to TES under Section 9(a)(i) or 9(b) above, provided that TES gives written notice of such breach and Client does not pay TES the amount due (plus any interest due thereon under Section 9(a)(iii) above) within five (5) business days of such notice.
- (d) With Cause. Either party may terminate this Agreement upon the other party's material breach of any term or condition of this Agreement (other than a breach described in paragraphs (b) or (c) above) by giving not less than twenty (20) business days written notice of termination to the other party.
- (e) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,
  - (i) TES will, within twenty (20) business days of termination, present a final invoice for all TES Services provided through the effective date of termination, which shall be due and payable in full within twenty (20) business days of delivery to Client, subject to Section 9(a)(iii) above.
  - (ii) TES shall, upon receipt of the payment described in Section 12(e)(i) above, turn over to Client all records of Client maintained by or under the control of TES.
- (f) All obligations of the parties, except those described in this Section 12 and those that, by the express terms of this Agreement, expressly survive its expiration or termination, shall cease.

## 13. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's disability compensation insurance concerning all personnel employed or contracted by such party and shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, contractors, representatives, and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

## 14. NO HIRE AGREEMENT

- (a) No Hiring by Client.
  - (i) Client recognizes that each of the TES Personnel a unique and valuable resource of TES whom TES has trained, that the Services to be provided hereunder are feasible only if TES Personnel have access to and interaction with Client and its agents and representatives under the terms of this Agreement, and that, but for this Agreement, Client would not have access to TES' employees. Client further acknowledges that TES Personnel have certain legal obligations, arising in contract and otherwise, to TES, which include obligations not to accept positions with TES' clients without the prior written consent of TES, not to solicit any TES client for employment or a competing business, or otherwise take any action to interfere with

the relationship between TES and its clients. Accordingly, Client agrees that during the No Hire Period, neither Client nor any person who serves as an officer, director, employee, or agent of Client at any time during the term of this Agreement ("Client-Affiliated Person") shall, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion), hire, employ, or contract with any TES Personnel or any other person(s) employed by TES at any time during the six (6) months immediately preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with Client or any other person or entity, unless Client pays to TES a Recruiting Fee (as defined in Section 14(b)(ii) below) for each such person Client or any Client-Affiliated Person hires, employs, or contracts with, or agrees to hire, employ, or contract with during the No Hire Period (herein, a "Hired TES Worker").

- (ii) The Recruiting Fee for each Hired TES Worker will be the greater of (A) thirty thousand (\$30,000.00), (B) 25% of the Hired TES Worker's annual salary at the time of termination of his or her employment or contract with TES, or (C) 25% of the total compensation paid by TES to the Hired TES Worker during the twelve (12) months immediately preceding termination of his or her employment or contract with TES. The Recruiting Fee shall be additional compensation due to TES under Section 9 herein, shall be invoiced to Client in accordance with Section 9, and shall be due and payable in full within ten (10) calendar days, notwithstanding the provisions of Section 9(a)(ii) and subject to the provisions for the payment of interest and collection costs in Section 9(a)(iii). TES shall be entitled to apply all payments received from Client to any unpaid Recruiting Fee before any other item of Compensation due to TES under Section 9 herein. The parties agree that the damages TES would suffer as a result of Client's or a Client-Affiliated Person's hiring, employment, or contracting with any Hired TES Worker would be difficult or impossible to quantify and that the Recruiting Fee constitutes a reasonable, good-faith estimate of those damages based on all information known and discoverable by the parties as of the date hereof. In the event Client challenges the enforceability of the Recruiting Fee and the Recruiting Fee is held to be unenforceable by a court or arbitrator, generally or concerning a specific Hired TES Worker, TES shall be entitled to any and all damages or other relief provided in law or equity, including attorney fees and costs.
- (b) Notification, Costs. Upon a breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including, without limitation, attorney fees and collection costs, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (c) Equitable Relief and Indemnification. Each party acknowledges and agrees that due to the unique nature of TES Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge, any breach of a party's obligations under this Section 14 may allow the breaching party or third parties to compete unfairly with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon any breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (d) Survival. The parties' obligations under this Section 14 shall expressly survive the expiration or termination for any reason of this Agreement.

## 15. CONFIDENTIALITY

- (a) TES Proprietary Information. Client acknowledges and agrees that TES owns all rights, titles, and interests in and to the TES materials and TES systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know-how, protocols, policies, operating manuals specifications, software, forms, education materials, financial information, as well as additions and modifications thereto developed and/or used by TES in the furtherance of TES operations and performance of TES' obligations under this Agreement (collectively the "TES Proprietary Information"). Client shall maintain the confidentiality of all such

TES Proprietary Information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TES Proprietary Information to unauthorized persons by any of its officers, directors, employees, or agents. Client shall not directly or indirectly, without the express prior written permission of TES, use the TES Proprietary Information for any purpose except to the limited extent necessary for the provision of Services under this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of TES Proprietary Information and shall return to TES all manifestations and copies thereof in Client's possession or control except to the extent Client is allowed continued use of completed forms as outlined in Section 7(I).

- (b) Client Proprietary Information. TES acknowledges and agrees that in the course of the performance of its obligations under this Agreement, TES will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and TES shall have no right, title or interest therein. TES shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary to discharge its obligations under this Agreement and (ii) as required by law. TES shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees, or agents. Upon termination of this Agreement for any reason, TES shall cease all use Client Proprietary Information and shall return to Client all manifestations and copies thereof in TES' possession or control except to the extent that the information is retained for TES' internal and business records.
- (c) Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information, there can be no adequate remedy of law for any breach of its obligations hereunder and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to temporary, preliminary, and permanent injunctive relief in addition to whatever other remedies it might have at law and equity and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations hereunder or the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due, claims for services rendered, claims for injunctive relief as provided for in Section 15(c) above, and/or claims for grant or financial assistance reimbursement due may, at either party's option, be brought separately and immediately in a court of competent jurisdiction or pursued through mediation as set forth below. If a party pursues claims for monies due in court, all other disputes herein shall be subject to good faith mediation.
- (e) Survival. The parties' obligations under this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.

## 16. MISCELLANEOUS

- (a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to TES and Client and not to any third person.
- (b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral and contains all of the covenants and agreements between the parties concerning the subject matter hereof.
- (c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations hereunder without the other party's consent.

- (d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document but which together shall constitute one and the same instrument.
- (e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- (f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery or delivery by facsimile or electronic mail (provided that, in the case of facsimile, the sender shall have obtained electronic or other confirmation of actual delivery, and in the case of electronic mail, the sender shall have delivered to both e-mail addresses identified below and shall not have received electronic notice of non-delivery); twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail via registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES:           Total Education Solutions  
                           99 Pasadena Ave, 10C  
                           South Pasadena, CA. 91030  
                           Attention: Dana Rivera, Contracts Administrator  
                           Phone: 213-607-4338  
                           E-mail: drivera@tesidea.com

If to Client:       XXXX

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law provisions.
- (h) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.
- (i) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, unless the invalidity or unenforceability of any provision substantially frustrates the essential purpose of this Agreement.
- (j) Dispute Resolution.
  - (i) If any dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unable to resolve the dispute through mediation, the dispute shall be resolved through binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute. Arbitration shall occur in Los Angeles, California. The parties shall be entitled to full rights of discovery in any such arbitration, as provided in the California Code of Civil Procedure, including section 1283.05.
  - (ii) The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, in Los Angeles, California.
  - (iii) The prevailing party in any arbitration arising out of this Agreement shall be entitled to recover reasonable attorney fees and costs.
  - (iv) The award of the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of reasonable attorney fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.
  - (v) Notwithstanding this arbitration agreement, either party may seek and/or obtain injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of

the dispute (without reference to this arbitration agreement), and nothing in this Agreement shall be deemed or construed as preventing the same. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

- (k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required to give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have each caused their duly authorized representatives to execute this Agreement as of the Commencement Date.

**Total Education Solutions (TES)**

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

Dana Rivera, Contracts Administrator

**Charter School (Client)**

Legal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name, Title

## Appendix A

### TES Contract Information

#### Contract Information

TES Main Contact:

Full name as it should appear on contract

Mailing Address:

99 Pasadena Ave

10C

Street Address

Suite #

South Pasadena

CA

91030

City

State

ZIP Code

Legal Signer:

Dana Rivera

Title:

Contracts Administrator

Main Contact:

Title:

Administrative Specialist

Phone Number:

Email:

#### Accounting/Payment Information

Attention:

Billing Department

Address:

99 Pasadena Ave

10C

Street Address

Suite #

South Pasadena

CA

91030

City

State

ZIP Code

Email Address:

[billing@tesidea.com](mailto:billing@tesidea.com)

Phone

Number:

(323) 341-5580

#### TES Corporate Office Information

Address:

99 Pasadena Ave

10C

Street Address

Suite #

South Pasadena

CA

91030

City

State

ZIP Code

President/CEO:

Meaghan Donahue

Phone Number: (323) 341-5580

Email: [mdonahue@tesidea.com](mailto:mdonahue@tesidea.com)

## Appendix B

### School Contract Information

Services to be provided at the following (x all that apply): ☐ School Site ☐ Online ☐ TES Clinic ☐ Other

#### Contract Information

Legal Name/DBA:	<hr/>		
	Full name as it should appear on contract		
Address:	<hr/>		
	Street Address	Suite #	
	<hr/>	<hr/>	
	City	State	ZIP Code
Legal Signer:	<hr/>	Title:	<hr/>
Legal Signer Email	<hr/>	Phone:	<hr/>
Main Contact:	<hr/>	Title:	<hr/>
Phone Number:	<hr/>	Email:	<hr/>
Name of SELPA:	<hr/>		
SELPA Director:	<hr/>	Email:	<hr/>

#### Invoice/Billing Information

Invoices are sent electronically. Please provide the contact information for the person responsible for receiving them.

Attention:	<hr/>		
Address:	<hr/>		
	Street Address	Suite #	
	<hr/>	<hr/>	
	City	State	ZIP Code
Email Address:	<hr/>		
	Phone Number: <hr/>		

#### School Site(s) Information

School Site Name:	<hr/>		
	Full name as it should appear on contract		
Address:	<hr/>		
	Street Address	Suite #	
	<hr/>	<hr/>	
	City	State	ZIP Code
Main Contact:	<hr/>		
Email Address:	<hr/>		
	Phone Number: <hr/>		
School Site Name:	<hr/>		
	Full name as it should appear on contract		
Address:	<hr/>		
	Street Address	Suite #	
	<hr/>	<hr/>	
	City	State	ZIP Code
Main Contact:	<hr/>		
Email Address:	<hr/>		
	Phone Number: <hr/>		

**School Site(s) Information Continued****School Site Name:**

Full name as it should appear on contract

**Address:**

Street Address

Suite #

City

State

ZIP Code

**Main Contact:****Title:****Email Address:****Phone Number:****School Site Name:**

Full name as it should appear on contract

**Address:**

Street Address

Suite #

City

State

ZIP Code

**Main Contact:****Title:****Email Address:****Phone Number:****School Site Name:**

Full name as it should appear on contract

**Address:**

Street Address

Suite #

City

State

ZIP Code

**Main Contact:****Title:****Email Address:****Phone Number:**

## Appendix C

### Services

Upon written or electronic request by Client, services can be provided in person or online. Below is an overview of available services.

- I. Case Management and Administrative Services—manage all special education administrative functions including oversight of the entire special education compliance and service delivery process: obtaining special education records; establishing and monitoring confidential student special education files; monitoring compliance timelines for 30-day, initial, annual and triennial IEP/IFSPs; scheduling, convening and running IEP/IFSP meetings; coordinating with parents, administrators, service providers to ensure adherence to the child's IEP/IFSP; assisting in the establishment of the Child Find and student Study Team and Response to Intervention (RTI) process and monitoring compliance with ADA, Section 504, etc.
- II. Professional Development and Training—develop and/or deliver training programs and/or materials for designated audiences including but not limited to general education teachers, special education providers, administrators, and/or parents. Client recognizes that all training and related materials constitute property of TES and shall not be duplicated without the written consent of TES.
- III. Psychological Education (PSY) and Assessment Services—conduct initial assessments, re-evaluations, triennial, and independent evaluations evaluations required by federal and state education codes to determine a child's level of functioning for the development of an initial IEP/IFSP or to evaluate the child's annual or three-year progress on his or her IEP/IFSP. All assessments are conducted by licensed and/or credentialed personnel, including School Psychologists, Speech and Language Specialists, Resource Specialists, etc. The written report included.
- IV. Instruction—provide all special education services, including Resource Specialist Program, Special Day Class, full-inclusion services, and/or aides to eligible students assigned by Client to TES. TES will work with Client to develop a full continuum of services as appropriate. Services shall include the following:
  - Pre-post testing to establish baseline and progress data.
  - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district, and California Standards as necessary.
  - Daily, weekly, quarterly, and/or annual progress reports.
  - Individual, small group, classroom support services
  - Services model delivery based on IEP/IFSP goals.
- V. Designated Instructional Services—provide all Related Services, including Speech and Language Therapy, Occupational Therapy, Physical Therapy, Vision Therapy, services for the Deaf and Hard of Hearing, School Nursing Services, School Counseling, Adapted Physical Education to those students of Client eligible therefore and assigned by Client to TES. Services shall include the following:
  - Pre-post testing to establish baseline and progress data.
  - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district, and California Standards as necessary.
  - Daily, weekly, quarterly, and/or annual progress reports.
  - Individual, small group services.
  - Service delivery model based on IEP/IFSP goals.
- VI. Behavioral Intervention Services—provide an array of behavior intervention services, including one-to-one classroom support and specific intervention strategies such as discrete trial training, floor time, play therapy, and sensory-motor therapy for eligible students assigned by Client to TES. Services shall include the following:
  - Functional Behavior Analysis
  - Pre/post testing to establish baseline and progress data.
  - Establishment of Behavior Intervention Plans.
  - Establishment of individual goals and objectives in keeping with the school, the authorizing school district, and California Standards necessary.
  - Daily, weekly, quarterly or annual progress reports as required.

- Individual, small group services
- Service delivery model based on IEP/IFSP goals.

- VII. Tutoring Services- provide academic tutoring and enrichment services. Services shall include the following:
- Pre/post testing to establish baseline and progress data.
  - Establish individual goals and objectives in keeping with the school, the authorizing school district, and California Standards as necessary.
  - Daily, weekly, quarterly or annual progress reports as requested.
  - Individual and small group services.

In addition, TES service providers provide the following IEP/IFSP support services in their area of professional expertise, including:

- VIII. Compliance Review—ensures that client meets Federal, state, county, SELPA, and local regulations regarding the provision of special education as authorized on each child's IEP/IFSP; provides an audit of Individual Plans such as Individualized Education Programs (IEP/IFSP) including review and maintenance of files for all Special Education student in assigned caseload to determine current IEP/IF status, eligibility and compliance needs; obtains missing Individual Plans and related records for Special Education student in assigned caseload; and obtains required parent authorization for assessment and services in assigned caseload.
- IX. Individual Plan Development—provide administrative services to develop IEP/IFSPs/ITPs for eligible students in assigned caseloads to ensure compliance with state and federal requirements.
- Write quarterly and/or annual progress reports as required.
  - Undertake other Individual Plan development duties as determined by mutual agreement with the school.
- X. Individual Plan Meeting Attendance – Attendance by a TES representative at student ITP/IEP/IFSP meetings for all students assigned to TES, including students assigned to TES for evaluations/assessments as described above. Attendance by TES special education specialists may include the writing of Individual Plans and the establishment of individual goals and objectives if instructed in writing by Client.
- XI. Consultation – Consultation services include in-service training for your general education staff; developing a Child Find and/or student Success Team model and Response to Intervention (RTI); behavior observation; electronic special education data input; consulting with general education teachers on accommodations in the general education program; consulting with parents or school administrators; consulting on compliance the Individuals with Disabilities Education Act; Parent's Due Process Rights under the Individuals with Disabilities Education Act; the Americans with Disabilities Act; and Section 504, etc.

#### Service Location and Delivery Mode

Services can take place at one or more of the following locations:

- XII. School Site –in a space designated by the school and conducive to the requested service. See Section 6(f) above.
- XIII. TES Clinic Location – services can be held at the TES Clinic sites upon request. Client must follow TES location policies and procedures, which may include a consent form and parking fees.
- XIV. Community Location –services can be held at an agreed-upon community location with advanced written notice.
- XV. Online – services can be held online using our HIPAA and FERPA-compliant portal. Distance learning may include email, packets, video chat, phone calls, email, or other approved modes of service delivery. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation may be necessary to allow for the successful implementation of this service delivery mode. Minimum technology requirements include high-speed internet, webcam, speakers, and phone. Video recording of sessions is strictly prohibited.
- XVI. Blended Service Delivery Model: clients may choose to utilize a blended program in which services are provided online and in person.
- XVII. Home- In-home services will be reviewed individually and advanced written approval from both parties is required.

Special Education Services shall also include Specialized Academic Instruction Programs, Special Day Class Programs, and Designated Instructional Services ("DIS") as necessary, in the reasonable judgment of TES, to meet student needs and legal requirements, provided that if TES, in its reasonable judgment, believes that any student(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates outlined in Appendix D (collectively, "Extraordinary Services"), TES shall identify such student(s) to Client in writing. Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.



**Magnolia Public Schools**

## **RFP# 7-1-25: Special Education Instructional & Related Services**

**Due: July 9, 2025 by 3:00 p.m. PST**

**Submitted by:**

Kelly Figueroa, Market Business  
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**Submitted to:**

Gokhan Serce, Chief Academic Officer  
250 E 1st St. Suite 1500  
Los Angeles CA 90012  
Phone: 213-628-3634  
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## LETTER OF INTRODUCTION

July 9, 2025

Magnolia Public Schools  
250 E 1st St., Suite 1500  
Los Angeles CA 90012  
Attn: Gokhan Serce, Chief Academic Officer

### **RE: RFP# 7-1-25: Special Education Instructional & Related Services**

To whom it may concern,

Maxim Healthcare Services, Inc. (Maxim) is pleased to submit our proposal to provide dedicated nursing and behavioral care services in response to the Magnolia Public Schools Request for Proposal (RFP) No. 7-1-25, Special Education Instructional and Related Services. Maxim is a Maryland-based company, headquartered in Columbia, MD with more than 44,000 employees operating out of 140 offices throughout the continental United States, including 21 offices in the State of California (CA), offering, Personal Nursing, Behavioral Care, and Account Management services for individuals and their families who struggle with chronic and acute illnesses and disabilities.

Established in 1988, Maxim was founded in response to a national nursing shortage that was deeply impacting the healthcare system and the communities it served. Maxim's management of the recruitment and staffing process streamlined the precise placement of qualified nurses to the organizations and institutions that need them most. Now, more than 36 years later, Maxim has evolved along with the healthcare industry and is recognized as an industry leader, working directly with our customers to develop and deliver solutions centered upon effective and efficient healthcare, clinical knowledge, and positive patient experiences. Our thorough understanding of the healthcare marketplace, deep experience, and substantial expertise enable Maxim to serve patients in need of home and school based healthcare services.

In service to this vital initiative, Maxim offers MPS its own dedicated Account Management Team based out of our Los Angeles, CA office, who will serve as the primary point of contact for MPS. This team is comprised of a Market Business Development Manager, Clinical Managers, Recruiters, and Clinical Supervisors, who will directly manage the delivery of nursing and behavioral care services, as requested by MPS from receiving requests, recruitment, credential validation and background checks, to onboarding, training, placement and oversight of nurses, BTs, and paraprofessionals, when applicable. This team of highly experienced and diverse professionals are consistently screening new talent with the intent of placing service providers with precision, focusing on exemplary credentials, performance, relevant experience, and quality references. Furthermore, Maxim's Los Angeles Account Management Team will be supported by Maxim's other local field offices such as Orange, CA, Gardena, CA, and Alhambra, CA to ensure complete geographic coverage of Maxim's proposed services to MPS, as requested.

To ensure our providers are ready to deploy upon request with verified credentials, the Account Management Team audits and updates our pool of pre-vetted nurses' files on a monthly basis, as well as prior to assignment. The compiled knowledge, experience, and symmetry of MPS' dedicated Account Management Team is exceeded only by their commitment to our customers, ensuring a positive and seamless customer experience for MPS that is a compassionate and tailored personal healthcare experience for its students.

Maxim understands the importance of having both operational and clinical points of contact to support



our educational clients. Kelly Figueroa, Market Business Development Manager for Maxim's Los Angeles, CA office, has worked with Maxim for over six years as a Recruiter and Market Business Development Manager and will be the primary point of contact for this contract. She leads Maxim's local business leadership team and is supported by a group of staffing and customer service professionals who will actively oversee recruitment of healthcare personnel in service to this contract, as well as handle all customer requests and scheduling.

Maxim's clinical team provides the necessary clinical support, education, and oversight for our nursing personnel. Emmerjun Zapata, RN, BSN, is the Los Angeles, CA Account Management Team's Clinical Manager. He has nearly 20 years of experience as a Home Health Aide, Homecare Nurse, Clinical Supervisor, and Clinical Manager. During his time as a Home Health nurse, Mr. Zapata performed the duties of a nurse in the same capacity he would be managing. Mr. Zapata has a current RN license, and has an active fingerprint clearance card. His duties on this effort include but are not limited to:

- ▶ Assessing nurse candidate skill sets and experience
- ▶ Conducting Maxim New Hire Orientation
- ▶ Reviewing IHPs with nurses to confirm skills and education needed
- ▶ Performing skills competency and training, as needed
- ▶ Providing education, re-education and re-direction, as needed
- ▶ Receiving and addressing calls from the school/district regarding concerns with nursing staff's clinical performance

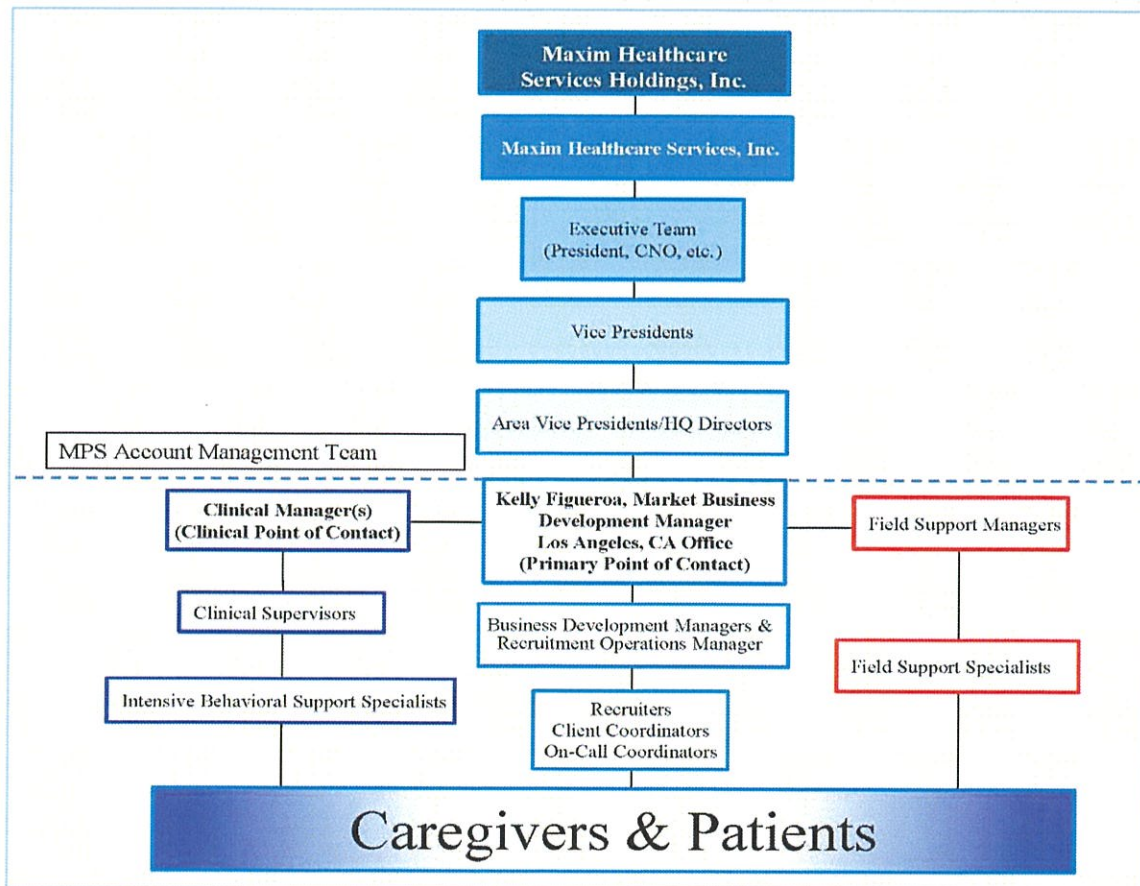
Ms. Figueroa, along with Mr. Zapata will serve as the leaders of Maxim's Los Angeles, CA account management and healthcare services operations as well as the primary points of contact for this effort, collaborating with MPS and our supporting offices to plan, implement, deliver, and manage nursing and behavioral services provided to MPS, as outlined below. Please see their contact information and organizational chart below, and please refer to the Capabilities section of this proposal for their resumes, as well as the resumes of Maxim's other key personnel.

**Kelly Figueroa, Market Business Development Manager**

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As we move forward in the solicitation process, Maxim is confident that our team's dedication to quality and robust experience, combined with the scalability and flexibility of our service offerings demonstrate our continued commitment to provide the highest level of services to our customers. We appreciate the opportunity to assist MPS in its pursuit, as educators, to engage, inspire, and nurture every student in their community. We look forward to the opportunity to serve your community as well.

DocuSigned by:  
*Jarett Love*

5943621713744F7

**Jarett Love, Executive Director of Financial Operations**

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Columbia, MD 21046

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## 1. PROGRAM PLAN

Maxim has developed highly effective standard operating procedures to source, validate, and deploy healthcare professionals that, when combined with our robust candidate database, will allow us to successfully meet, if not exceed, the needs of MPS. Our overall approach is to be proactive, consistently maintaining a healthy pool of nurses and behavioral personnel who are ready for assignment and placement promptly upon request. In order to expeditiously fulfill all of PSD's nursing and behavioral needs, Maxim places a special emphasis on adding further resources to our existing pool of professionals who have particular experience providing care to students in schools and public environments. We will grow this pool through a targeted, locally sourced, and ongoing recruitment campaign. Moreover, our staff are not subcontracted, but instead are Maxim employees with a compelling benefits package. Maxim's Account Management Team will recruit regularly for anticipated positions to ensure our services are delivered promptly and positions are consistently filled by the most qualified Maxim professionals.

### Sourcing Strategy

The first step in Maxim's recruiting process involves sourcing high-quality professionals available to work on customer assignments. This step involves a thorough evaluation of MPS' technical and cultural requirements for a best-fit candidate, including licenses, certifications, skills, and competencies, as well as workplace culture, environment, and personality fit. Recruiters use this information to develop a customized sourcing strategy.

Once the sourcing strategy for a particular resource has been established, we look to our proprietary database comprised of more than 58,000 thousand local resident nurses, behavioral caregivers localized within 50 miles of MPS' school sites. Of our 58,000+ local healthcare resources, 1,283 nurses and 709 behavioral caregivers are currently active with up-to-date credentials that have been verified by Maxim and are ready for assignment promptly upon request. This system provides our recruiters with quick access to qualified candidates through electronic matching services based on a position and/or a student's specific requirements, as well as candidate availability, qualifications, and experience. We then engage our remaining inactive local candidates (professionals who need to update their credentials) to assess their availability and interest, and inform them of what is required of them prior to potential assignment. All of our active candidates have been pre-screened so they can be placed as quickly as possible when customer needs arise.

Our recruiters are deeply entrenched in their local communities and use their connections to elicit referrals and network with local organizations with relevant talent pools inactive to actively maintain an influx of capable resources. Maxim also connects with local professionals through career fairs and trade shows, online job boards, digital and local print advertising, professional associations, and social media marketing, giving us access to another pool of talented and available professionals.

Once Maxim receives notification of a request, we respond promptly, always treating PSD's supplemental personnel needs as a priority to be handled with urgency. Maxim will fill these needs on an "as soon as possible" basis with the appropriate healthcare professional's credentials provided for the review and approval by MPS upon request.

Additionally, prior to any request, all of Maxim's employees have undergone a thorough credentialing and screening process so when presenting candidates for consideration, Maxim is well-positioned to facilitate and advance the placement process in a timely manner. Finally, Maxim maintains a Recruitment Center of Excellence, which provides ongoing consultation, training, and sharing of best practices to all of our recruiters on a regular basis. Each recruiter's performance is measured through key performance indicators to ensure efficiency and effectiveness.

## Screening and Hiring Process

### A. Screening

Maxim screening and hiring process of qualified nurses and behavior technicians is specifically tailored to meet the needs of our clients and the patients they serve. Our nurses must complete skill demonstrations and training via our proprietary pediatric education program. All Maxim pediatric nurses are graduates of a registered, practical or vocational nursing program and are credentialed as Licensed Practical, Licensed Vocational, or Registered Nurses in the state(s) where they practice. Additionally, Maxim's behavioral technicians must complete skill demonstrations and successfully complete the minimum 40-hour BACB approved Behavior Technician Training, and all Maxim proposed personnel will complete schools specific training and validation of their credentials prior to being considered for patient care. Maxim's required training, education, and final evaluations of aspiring Maxim caregivers are assessed by experienced and certified veteran healthcare professionals to ensure that they perform their pediatric and/or educational assignments at the highest level, and in accordance with industry-approved practices, policies, and regulations.

In addition, Maxim caregivers:

- ✓ Have one year of professional experience, preferred
- ✓ Comply with accepted professional standard and practice
- ✓ Participate in skill advancement, if applicable
- ✓ Participate in and complete of Maxim's competency program
- ✓ Have current CPR certification
- ✓ Have had a PPD test or chest x-ray if applicable
- ✓ Hold a current health certificate (per contract or state regulation)
- ✓ Meet all federal, state and local requirements
- ✓ Complete new hire training as applicable to job site
- ✓ Understand patient confidentiality and Health Insurance Portability and Accountability Act (HIPAA) requirements
- ✓ Are able to effectively provide/elicit information to and from appropriate individuals, including, but not limited to, supervisors, co-workers, clients, via strong communication skills; proficiency in the English language may be required

Maxim's nursing and behavioral professionals' files are audited and updated monthly and prior to assignment, and their credentials are verified as current. Throughout the hiring process, Maxim evaluates the competency of each candidate and verifies the status of the following certifications:

Frequency	Requirements
Upon Hire	<ul style="list-style-type: none"> <li>▶ Verification of current RBT/CBT &amp; RN/ LVN certifications in good standing</li> <li>▶ Minimum 40-hour BACB approved Behavior Technician training</li> <li>▶ Crisis De-escalation and Prevention Training</li> <li>▶ Live competency with BCBA in the field</li> </ul>

	<ul style="list-style-type: none"> <li>▶ Live skills competency with experienced RN validation</li> <li>▶ Fingerprinting</li> <li>▶ Background Checks to include:               <ul style="list-style-type: none"> <li>○ County, state, and federal criminal</li> <li>○ Excluded Parties List System</li> <li>○ Office of Inspector General</li> <li>○ National Sex Offender Public Registry</li> <li>○ National Practitioners Data Base</li> <li>○ SSN Trace</li> <li>○ Sanctions</li> </ul> </li> <li>▶ Professional Reference Checks (at least 2) with signed release for information</li> <li>▶ Supporting I-9 Documentation</li> <li>▶ Health Screening Documentation</li> </ul>
Annually	<ul style="list-style-type: none"> <li>▶ License/Certification Verification</li> <li>▶ Clinical Competency</li> <li>▶ Excluded Parties List System</li> <li>▶ Office of Inspector General</li> <li>▶ National Sex Offender Public Registry</li> <li>▶ Health Certificate/TB Screening</li> </ul>
Every 2 Years	<ul style="list-style-type: none"> <li>▶ Current Basic Life Support</li> </ul>
Every 3 Years	<ul style="list-style-type: none"> <li>▶ Background Checks</li> </ul>
As Needed	<ul style="list-style-type: none"> <li>▶ License/Certification Verification (at expiration to ensure renewal)</li> </ul>

#### B. Assigning a Caregiver to a Student

To ensure an appropriate match between a caregiver and student, Maxim recruits caregivers who specifically have pediatric skills in the school environment. We are also equipped to train nurses and behavioral professionals in this specialty before placing them with MPS within a 14 to 21-day period. Our nurses and behavioral professionals are rigorously vetted to ensure they have the appropriate licensure to meet the needs of your students.

Maxim uses custom designed training curricula to increase the quality of care for our customers. Our nurses are assessed for competency in dealing with a variety of diagnoses and associated needs, including but not limited to the administration of tube feedings and changing of feeding tubes, oxygen

management, seizure management, diabetic management, tracheostomy and ventilator management, and the administration of nebulizer and cough assist vest treatments. Likewise, Maxim's behavioral professionals complete extensive competency based training to successfully support various developmental and behavioral needs. Our BT/RBTs are trained in principles of applied behavior analysis including, but not limited to ABA teaching techniques, behavior support techniques, prompting and fading, data collection, generalization, and provision of care in the school setting.

Our team will verify the required services, screening requirements, and selection of staff with MPS, the requesting school, and if requested or required, the parents of the child receiving care. Maxim also coordinates orientation with PSD, allowing the student to meet the assigned proposed caregiver prior to working together independently. This process supports staff members in becoming familiar with the student's medical and supportive needs, and supports the student in feeling comfortable and secure with assigned Maxim staff.

### **C. Orientation**

Maxim provides orientation for all new caregivers during their initial stages of employment. Orientation is tailored per profession and geared towards familiarizing employees with Maxim's policies and procedures; as well as any client-specific orientation topics, as applicable. Employees must complete orientation in order to be eligible for assignment, and a copy of the employee's Orientation Agenda is signed by a member of management and placed in their employee file. Topics covered during orientation training include:

- |   |   |
|---|---|
| ▶ Maxim's mission and objectives                                      | ▶ Patient Rights and Responsibilities     |
| ▶ Maxim's Code of Ethics  | ▶ Reporting abuse, neglect, exploitation  |
| ▶ State and Federal regulations                                       | ▶ Medical Management                      |
| ▶ Emergency Preparedness Program                                      | ▶ Universal precautions/infection control |
| ▶ Professional boundaries   | ▶ Contaminated waste disposal             |
| ▶ Security precautions  | ▶ Employment policies/procedures          |
| ▶ Job description and functions                                       | ▶ Ethics and confidentiality              |
| ▶ Health Insurance Portability and Accountability Act of 1996 (HIPAA) | ▶ Cultural diversity and sensitivity      |

### **D. Skills Training and Competency Testing**

Maxim's nursing and behavioral professionals undergo a comprehensive screening and competency validation process prior to placement. When necessary, caregivers undergo comprehensive training conducted by our local office's clinical team to ensure they are prepared to support all conditions and/or behaviors they may encounter with their assigned student. The adult-to-pediatric training our nurses undergo includes a variety of didactic and on line resources, as well as hands-on training shifts with an experienced nurse mentor. Similarly, Maxim's behavioral professionals must undergo training that includes, but is not limited to DTT; PRT; Prompting; Reinforcement; NET; Shaping; Motivating Operations; Chaining; Verbal Behavior; Functions of Behavior; Generalization; Discrimination Training. All nurses and behavior technicians are required to complete a competency assessment administered and certified by an experienced pediatric RN or BCBA Clinical Supervisor upon hire, prior to placement, and annually thereafter, as applicable.

For our Nursing employees, Maxim is equipped with a comprehensive skills lab to assist in both the training and confirmation of pediatric nursing skills. This lab assesses hands-on techniques, skills, and

knowledge of each nurse, which are validated via a competency process through the use of scenario-based questions and hands-on demonstrations of treatments outlined in the Visiting Nurse Associations of America (VNAA) guidelines, as well as equipment such as adult and pediatric mannequins, ventilators, cough assist machines, apnea monitors, feeding pumps, pulse ox monitors, humidifiers, tracheostomies, G/J Tubes, NG tubes, oxygen and much more.

Additionally, Maxim is pleased to share that, in partnership with Johns Hopkins University School of Nursing (JHSON), we have developed an online training program for emergency management of home mechanical ventilation (HMOV) patients. This self-paced, evidence-based training program is a required part of Maxim's competency program for nurses new to caring for patients who require ventilators for respiratory support. It is also available to all of our nurses who would like to benefit from this training program.

Additional caregiver professional development is offered in the following ways:

- **Skills Fairs and Skills Advancement:** Skill Advancement programs are offered to Maxim caregivers on a routine basis to advance their skills and certifications in the areas of pediatrics, tracheostomy management, and ventilator management, as applicable, and skills fairs are hosted throughout the year. These events are focused on reviewing caregiver skills, completing annual competency reviews and providing targeted education.
- **MyMaximConnect (MMC):** MMC is Maxim's online educational platform that houses educational resources, allowing Maxim staff to access needed education at any time. MMC enables caregivers to add to their current knowledge at their own pace. In addition to serving as an educational library for staff, MMC also houses mandatory training sessions that cover subjects such as Clinical Compliance accredited by the Maryland Nursing Association and approved by the American Nurses Credentialing Center's Commissions on Accreditation), Safety, and Blood Borne Pathogens.
- **In-Service Program:** Maxim provides ongoing multidisciplinary instruction for all staff, including nurses and behavioral technicians. In-service content is determined by identified instructional needs identified through the monitoring of quality, clinical employee educational needs assessments, process improvement needs, or requests for new or revised clinical services. Additional instruction, including for non-healthcare employees, addresses newly identified needs, and is scheduled as needed throughout the year. All nursing staff are required to complete 12 credits of in-service programming per calendar year.

#### **E. Compliance Training**

Maxim's commitment to compliance is demonstrated through our robust compliance program. Compliance training is mandatory for all employees. Compliance training is required for new employees and is repeated on an annual basis to maintain employment with Maxim. Maxim's Compliance and Ethics Department holds multiple best practice awards for its Compliance Education and Training program, including by the Health Ethics Trust, an industry-leading compliance and ethics program assessor and certification organization.

- **Award-Winning Compliance:** Our comprehensive and rigorous compliance and ethics program has received five Compliance Best Practices Awards from the Health Ethics Trust (HET), a division of the Council of Ethical Organizations. Every area of this program has now been recognized as a best practice for the healthcare industry.



- **Tracheostomy and Ventilator Management (Nursing):** Maxim offers Home Mechanical Ventilation (HMV) Training, which was created in partnership with John Hopkins University School of Nursing.

Our arduous recruitment, qualification, and assessment process ensures that our nurses meet our goal of becoming fully proficient before placement with a PSD patient, ensuring all requests for resources are met no later than 14 to 21 days of request. Applicable licenses, certifications, and registrations will also be provided to MPS prior to placement, or immediately upon request.

#### **F. Medical Clearance and Doctor's Orders**

Maxim's Healthcare recruiters are noted for their professionalism and cooperative nature during their daily contact with field employees and local staffing offices. Upon receipt of a request from MPS Administration, the management team convenes to assure that staffing requests are fully met based on the details of PSD's reported needs, including the school's, the student's specific service needs, and the student demographics.

Maxim then verifies the services, screening requirements, and selection of staff with the PSD, and the requesting school. Office leadership will ensure that selected nurse staff has passed our screening process and completed live demonstration of required nursing competencies. Student Individualized Health Plans and/or a summary of students' needs, are reviewed and all nurses are selected carefully and matched to the specific needs of students.

#### **G. Maintaining Personnel Coverage**

To ensure patients have continued care, Maxim maintains a roster of experienced professionals to accommodate coverage changes and scaling. Our local office is constantly recruiting for new and experienced healthcare personnel to support the needs of our patients. As detailed in our request for services procedures, all caregivers will be pre-screened to meet the needs of PSD students.

Via our extensive localized resource database, our team has access to a robust pool of hundreds of caregivers to serve MPS' needs. All of our active and inactive candidates have been pre-screened so they can be placed as quickly as possible when customer needs arise.

Staff are expected to report to work on time and remain at work throughout the duration of their scheduled shifts. Excessive absenteeism or tardiness, whether excused or unexcused, is not tolerated. Approved leaves, such as family and medical leave, sick leave, disability leave, or any other approved paid or unpaid time off, will not count as an unexcused absence under this policy.

#### **H. Call-In Procedures**

If an employee thinks he or she may be late or absent from work for any reason, unless otherwise permitted by law, the employee must notify his or her manager at the local Maxim office at least four hours before the scheduled working time begins. If unable to call, the employee must contact his or her manager immediately upon arrival. Failure to comply with this call-in procedure will cause tardiness or absence to be considered unapproved, and may result in corrective action up to and including termination.

Employees must inform their managers of the expected duration of any absence. Telephone calls from friends or family members to report that an employee will be late or absent are unacceptable, unless the reason for the absence makes the employee unable to call. If an employee is late, he or she cannot work beyond scheduled work time to make up the time missed without prior manager approval. Working late to make up time missed due to lateness does not negate an employee's responsibility to report to work on time.



Maxim maintains a roster of experienced nurses and behavioral technicians to accommodate coverage changes to make certain our patients have continued care. Our local office is constantly recruiting for new experienced healthcare personnel to support the needs of our patients.

Maxim plans to schedule 30 days in advance for all student schedules. This includes creating a calendar for the next month of care and sending it to the point of contact, the patient and the caregiver. This communication ensures alignment on which caregiver is working which shift, and if there are any openings for the next month. Scheduling 30 days out allows Maxim employees a full 30 days to prepare for their respective shifts. If there is an opening stated in the calendar, the Maxim Recruiter will be in charge of sending weekly updates to MPS and patient's family regarding how the process is going for filling the open shifts, especially during peak demand.

The Maxim office uses a process each week to discuss the schedule openings from Thursday of that week to the next Wednesday. During this time, the Maxim team creates a plan for filling these open shifts. There are strict deadlines for filling all open shifts. The goal is that all shifts discussed will be filled by close of business that day.

## 2. CONTRACTOR CAPABILITIES

For nearly 30 years, Maxim has provided personalized pediatric care and medical services for k-12 students in both home and school-based environments that have centered upon the following core competencies:

- One-on-one ABA services for all ages of clients and all ranges of behavior intervention needs
- One-on-one nursing for medically fragile students
- Recognizing and responding to medical emergencies
- Tracheostomy and Ventilator Management, including Home Mechanical Ventilation (HMF) Training, which was created in partnership with the Johns Hopkins University School of Nursing
- Enteral Feeding Management and Training
- Diabetic Management and Training
- Seizure Management (to include Diastat and VNS interventions) and Training
- Personal Care and Companion support
- Intellectual Disability
- Developmental Delay
- Emotional Disturbance
- Learning Disability
- Speech or Language Delay/Impairment
- Recognizing and responding to medical emergencies
- Autism spectrum disorder
- ADHD
- Oppositional defiant disorder (ODD)
- Conduct disorder
- Various anxiety disorders

As a current provider to more than 500 school districts, we have a comprehensive understanding of how to work with MPS to provide high-quality services that meet your needs and the needs of your students. The depth and breadth of our experience providing skilled nursing and behavioral care services to more than 30,000 of medically fragile student/patients with profound developmental disabilities each year gives us the knowledge and tools to cater to the specific needs of each child in any setting, whether in the home, school, in transport, and on field trips. Some of the conditions we address include:

- |                                      |                     |   |
|--------------------------------------|---------------------|---|
| ▶ Allergies                          | ▶ Alternative       | ▶ Asthma                                    |
| ▶ Autism Spectrum Disorder           | ▶ Augmentative      | ▶ Cerebral Palsy                            |
| ▶ Behavior/Intellectual Disabilities | ▶ Communication     | ▶ Diabetes                                  |
| ▶ Chromosomal Anomalies              | ▶ Brain Injuries    | ▶ Learning Disabilities                     |
| ▶ Early intervention                 | ▶ Cognitive Delays  | ▶ Social and Emotional/Behavioral Disorders |
| ▶ Muscular Dystrophy                 | ▶ Gastrostomy Tube  | ▶ Ventilator Care                           |
| ▶ Speech and Language Delays         | ▶ Seizure Disorders |   |
|                                      | ▶ Tracheotomy Care  |   |

Maxim's homecare service offerings also include a specialization in pediatric extended hourly care, which has proven to be a differentiator when working with children in the school setting. Our highly effective sourcing and staffing process combined with our robust candidate database and training program allows us to successfully meet, if not exceed, all nursing and behavioral care needs of MPS, as it has countless times over for our customers across the country.



Maxim's extensive history providing pediatric behavioral care and nursing services, combined with our vast resources demonstrates our capability to support this vital initiative for MPS with compassion, precision, and expertise. For additional information about Maxim's experience, expertise, and capabilities, we welcome MPS to contact our references provided below to inquire about our quality of work, or check out our website at [www.maximhealthcare.com](http://www.maximhealthcare.com) for a complete list of service offerings, partnerships, and customer testimonials.

Reference #1	
Name of Contact	Amalia W. Hernández, Program Specialist II
Name of Organization	Burbank Unified School District
Address of Organization	1900 W. Olive Ave Burbank, CA 91506
Phone	818-729-4443
Email	AmaliaHernandez@burbankusd.org
Reference #2	
Name of Contacts	Rita Silverman, Staff Secretary, Special Education - Regional Programs
Name of Organization	Torrance Unified School District
Address of Organization	2335 Plaza del Amo Torrance, CA 90501
Phone	310-972-6233
E-mail	silverman.rita@tUSD.org
Reference #3	
Name of Contact	Nisha Bhakta Dugal, Deputy Superintendent
Name of Organization	Wiseburn Unified School District
Address of Organization	201 N. Douglas Street El Segundo, CA 90245
Phone	310-725-2101 ext. 5103
E-mail	ndugal@wiseburn.org



To whom it may concern,

My name is Jessica Pleitez and I am writing with immense gratitude and enthusiasm to recommend Maxim Healthcare Services as your choice for nursing and health aide services. I could go on and on about Maxim's qualifications, but I think I can best explain what sets them apart with an anecdote of our family's experience with them. My husband and I have a vivacious five-year-old daughter who is in elementary school. Due to a rare syndrome, she requires a ventilator to help her breathe when she's asleep. I care for her overnight, which among other things entails checking her pulse oximeter, circuit and ventilator, and re-connecting her to her ventilator when she gets disconnected.

When we were expecting our second child, I contacted our prior nursing agency to let them know that in eight months, we would need a night nurse, as I was concerned that sleep deprivation with a new baby could be dangerous for our eldest daughter's care. I contacted them every few months to check on progress, and each time I was assured that a nurse wasn't available yet, but that ours was "in the pipeline." When my delivery date was only a month away and no nurse was available, I was told that I should contact another agency, and they specifically recommended Maxim.

I contacted Maxim and spoke with Kelly Figueroa that same day. Kelly said she would meet with her team later that day and give me an update the following day, which she did, true to her word. In typical Kelly manner, she promptly contacted our PPO and obtained the requisite authorization in no time. To make a long story short, Maxim found us an absolutely excellent night nurse on extremely short notice. Kelly and her admin team are dependable, kind and proactive. The nurses Maxim has sent us have similarly all been well-qualified, caring individuals. No one has been a no-show and the admin process has always been smooth due to Kelly's deep knowledge in the industry. Having worked with two other nursing agencies for years, I can assure you Maxim is exceptional, and wholeheartedly recommend Kelly and her team.

Please feel free to reach out to me if you require any further information about my experience.

With heartfelt appreciation,

A handwritten signature in dark ink, appearing to read "J. P.", with a stylized flourish.

Jessica Pleitez  
818-747-9990



**J. SHAFAI, M.D., INC.**

Atlantic Pediatric  
7601 Atlantic Ave  
Cudahy, CA 90201  
7/8/2025

**To Whom It May Concern,**

I am happy to recommend Maxim Healthcare as a trusted provider of ABA services. In my role as Authorization Coordinator at Atlantic Pediatrics J. Shafai, MD., Inc. I've had the opportunity to refer multiple families to their care, and the feedback has consistently been positive.

Their team is professional, responsive, and truly dedicated to supporting the developmental and behavioral needs of the children they serve. Communication is clear, and they work collaboratively with families and care teams.

I have full confidence in their services and would gladly continue referring families to them.

Sincerely,  
Haydee R.  
HMO Coordinator  
Atlantic Pediatrics J. Shafai, MD., Inc.

Ph: (323) 562-3500, Fax: (323) 562-1626 – 7601 Atlantic Avenue, Cudahy, CA 90201  
Shafaimd.inc@gmail.com



429 East Wildrose Avenue Monrovia CA 91016 • 626-285-8262 • [www.oasistrilingualschool.org](http://www.oasistrilingualschool.org)

July 8, 2025

To Whom It May Concern,

I am pleased to share my positive experience working with the BCBA team at Maxim Healthcare. As a school supporting many students with special needs and autism diagnosis, we have worked with quite a few different companies that provide BCBA and behavioral in-home and school services, and we have had positive experiences with Maxim.

Throughout our collaboration, I have consistently been impressed by their professionalism, responsiveness, and commitment to client-centered care. When our school had concerns about a change in behavior therapists, hours scheduling, or supporting students, Maxim was also highly responsive and worked with us to answer questions or equip the behavior interventionist more thoroughly. The team demonstrates genuine dedication to meeting the unique needs of each child and family, and their communication and follow-through make them a trusted partner in our shared goal of supporting student success.

It has been a pleasure working alongside the Maxim team, and I value the expertise and reliability they bring to every interaction. I would not hesitate to recommend Maxim Healthcare to others seeking high-quality behavioral health support.

Sincerely,

A handwritten signature in cursive script, appearing to read "Clarke Sumner".

Clarke Sumner  
Program Director  
Oasis Trilingual Community School



### 3. FINANCIAL PROPOSAL

Maxim proposes a flat hourly rate for each position proposed by Maxim, as listed in the table below. Maxim's rates are totally inclusive of all fees so MPS will not experience any sudden fluctuations in fees/costs without prior notification and approval, with the exception of any additions/reductions of personnel and/or services requested by the District.

POSITION	HOURLY RATE	ESTIMATED DAILY RATE (8 HOURS)
Registered Nurse (RN)	\$80.00	\$640.00
Licensed Vocational Nurse (LVN)	\$65.00	\$520.00
Behavioral Aide*	\$35.00	\$280.00
Behavior Technician (BT)*	\$45.00	\$360.00
Registered Behavior Technician (RBT)*	\$50.00	\$400.00
Board-Certified Behavior Analyst (BCBA)	\$95.00	\$760.00
NOTE: Any role identified with an * may be categorized under paraprofessional services specifically in support of behavioral intervention services.		



## APPENDIX 1: KEY PERSONNEL BIOS AND RESUMES

**Kelly Figueroa, Market Business Development Manager (Primary Contact)** for Maxim's Los Angeles, CA office, has worked with Maxim for over six years as a Recruiter and Market Business Development Manager and will be the primary point of contact for this contract. She leads Maxim's local business leadership team and is supported by a group of staffing and customer service professionals who will actively oversee recruitment of healthcare personnel in service to this contract, as well as handle all customer requests and scheduling.

**Emmerjun Zapata**, is the Los Angeles, CA Account Management Team's **Clinical Manager**. He has nearly 20 years of experience as a Home Health Aide, Homecare Nurse, Clinical Supervisor, and Clinical Manager. During his time as a Home Health nurse, Mr. Zapata performed the duties of a nurse in the same capacity he would be managing. Mr. Zapata has a current RN license, and has an active fingerprint clearance card.

**Margosia Bochenska**, is the Clinical Manager for Maxim Alhambra, CA office, supporting the delivery of clinical behavioral care services for MPS. Ms. Margosia has approximately 16 years of experience in the behavioral health sector with 11 years in the field as a Behaviorist and Senior Behavior Analyst before coming to Maxim in 2020. In her five years at Maxim as a Clinical Supervisor and Clinical Manager, Ms. Bochenska has further built upon her extensive experience in working with a wide range of individuals varying in age and disabilities across home and school settings, including children with autism spectrum disorder, developmental disabilities, emotional and behavioral disorders and mental health diagnosis.

**Manak Amin, Clinical Manager** will be supporting behavioral care services for this effort from Maxim's Orange, CA office. Mr. Amin has Master of Science in Applied Behavior Analysis, speaks three languages, and has three years of experience with Maxim as a Clinical Supervisor and Clinical Manager, where he has supervised a team of clinical supervisors managing more than 20 clients/patients per supervisor and mentored numerous developing Clinical Supervisors and BTs.

**Sherry Hiller Vasquez, Clinical Manager** for Maxim's Gardena, CA office and will be supporting the delivery of behavioral care services to MPS on the resulting contract. Ms. Vasquez has worked with Maxim for six years as a Clinical Manager; preceded by two additional years as a Clinical Supervisor with Maxim from 2017 to 2019. In total, Ms. Vasquez has more than 30 years servicing pediatric healthcare needs from trauma counseling and social work to training new professionals through her private practice.



## Kelly Figueroa

(562) 474-4398

Los Angeles, CA

### Business Development Specialist

**Accomplished strategic, hands-on** Business Development expert with a strong record of building relationships and trust. High-energy professional with a proactive approach to building a solid strategy for success in a competitive market.

### Core Competencies

Bilingual - Spanish  
Problem Resolution  
Customer Service Focused

Networking  
Interpersonal Skills  
Negotiations & Development Strategies

Project Management  
Client Management  
Strategic Data-Driven Analysis

### Experience

Maxim Healthcare Services

2019 - Current

#### Market Business Development Manager (2022 to present)

- Generates Leads for future relationship development
- Sets goals and builds development plan for revenue growth within the targeted area
- Research potential new accounts within the target territory
- Conduct market research to identify the needs of the community
- Builds relationships and improves communications with patients, referral sources, case managers, physicians, other members of the health care team, and community members
- Advises and sells Maxim's service catalog to new and existing clients
- Develops comprehensive marketing and business strategies based on geographic and business potential in the area
- Assess the needs of the community and deliver best-in-care solutions
- Manages existing account relationships and acts as a consultant to build relationships
- Reviews and reconciles client data; addressing and resolving issues as needed
- Oversees and manages client workflow
- Develops and implements new procedures to comply with current guidelines and regulations
- Providing ongoing training and support for all employees
- Interviews, hires, and develops teams
- Collaborates with leadership on the strategy for developing, implementing, and launching a successful team
- As a recruiter (Jan 2021/Jan 2022) - partnered with area leadership and business development teams to design strategies to attract qualified candidates
- Serves as SME for all corporate recruiting projects, trained and developed Recruiter Trainees

#### Accomplishments:

- 1st Place - Nationwide Maxim Healthcare Sales Manager Competition
- Promoted from Business Development Manager to Operations Manager/Sr. Business Development Manager in three months
- Promoted from Recruiter (2019-2022) to Business development manager in a year
- Awarded for Top 50, 25, 5% of Recruiters in division
- Provided support and project oversight for the operations team, managing 15 direct reports
- Models and manages the company's mission and philosophy of customer service and compliance



## Kelly Figueroa

(562) 474-4398

Los Angeles, CA

### In Home Supportive Services

2017-2018

#### Caretaker

- Care included feeding, bathing/dressing
- Assisted with any physical problems of the patient
- Compassionately assisted with any prescribed medical needs of the patient
- Companion and live-in, full-time assistance

### Organizations

Spina Bifida Association (SBA) - California Chapter  
Council Member

Apr 2023 - Present

Women's Affinity Group (WAG)  
Subcommittee Member

Jun 2022 - Present

Center of Excellence Committee (COEC)  
Committee Member

Mar 2020 - Present

Political Action Committee (PAC)  
Committee Member

Aug 2022 - April 2024

### Software

Microsoft Office 365, Microsoft Teams, CRM, AidIn, Ensocare, RecruitCare (in-house)

### Education

University of California, Santa Cruz, Bachelor's Degree - English Literature  
Dean's List-Honors  
Student Commencement Speaker  
College Leadership Award

2013-2017



# Emmerjun Zapata, RN, BSN

Clinical Manager / Administrator

emzapata@maxhealth.com  
P: (213) 296-3477 | F: (877) 839-6762  
Maxim Healthcare Services Los Angeles  
3255 Wilshire Blvd. Suite 700  
Los Angeles, CA 90010

## SUMMARY

Registered Nurse for 15 years with 12 years' experience in Home Health Nursing. The Clinical Manager is responsible for the clinical oversight of business lines including clinical personnel oversight and management.

## WORK EXPERIENCE

### RN Clinical Manager, 2023 - Current

**Maxim Healthcare Services, Los Angeles, CA**

- Provides clinical leadership and oversight to skilled nursing business line. Serves in the capacity of office administrator, appointed by and reporting to the Governing Body, and responsible for all day-to-day operations of the office.
- Responsible for the development, maintenance and execution of Plan of Corrections, Root Cause Analysis and Quality Improvement Initiatives in accordance with Maxim Healthcare policy.
- Leads and manages Clinical Supervisors, assessing performance and providing development opportunities based on Key Performance Indicators and competencies.
- Partners with respective Business Development, Recruitment and Field Support leadership teams to support appropriate levels of staffing for business lines with qualified and skilled caregivers.
- Conducts interviews and hiring decisions for potential new-hire skilled nurses.
- Reviews Patient Referrals, Patient History and Physical, and determines appropriateness for homecare skilled nursing services.
- Investigates clinical concerns and issues, assesses job performance and provides coaching, counseling and disciplinary action when appropriate.
- Identifies process challenges and develops solutions for improvement.
- Promotes company policy, procedure, and strong business ethics including compliance with federal, state, and local laws.
- Remains current with industry regulations including federal, state, local contract and program requirements.

### RN Clinical Supervisor II, 2021 - 2023

**Maxim Healthcare Services, Orange, CA**

- Clinical oversight as back-up Clinical Manager for Maxim Laguna Hills and Maxim Orange offices. Assigned newly admitted patients to Clinical Supervisors' caseloads. Directed and established New-Hire Orientation and Initial Competency Assessment office schedules. Delegated patient visit coverage to the rest of the Clinical Team during emergency Clinical Supervisor call-offs.
- Obtained and organized requirements needed for patient Start of Care - insurance authorization, Verbal Start of Care, Medicaid Face-to-Face requirements, skilled nurse availability, Chromebook prep, patient chart prep, and admission paperwork prep; in collaboration with Clinical, Operations and Field Support team members.
- Trained and coached fellow Clinical Supervisors in performing their job duties and clinical responsibilities.
- Performed quarterly patient home and chart audits.
- Participated in merging two Maxim Offices, transferring all Laguna Office patient census to Orange Office.
- Proficient in Maxim's Electronic Health Record software - MyUnity, Mobile View, Chromebook Skilled Note App, Maxim Care Mobile and Microsoft Office software.

### RN Clinical Supervisor, 2017 - 2021

**Maxim Healthcare Services, Laguna Hills, CA**

- Performed Admission, Recertification, Resumption of Care, Transfer of Care, Discharge, Supervisory Visits, and provided supervisory oversight for patients and skilled nurses.
- Conducted new hire orientation process, competency and skills validation process for skilled nurses.
- Managed skilled nurses for clinical functions - assessing and investigating clinical concerns and issues, providing performance coaching through 90-day evaluations and annual feedback sessions, counseling and disciplinary action when appropriate.
- Participated in Quality Assessment and Performance Improvement (QAPI) planning.
- Rotates on-call responsibilities with other Clinical Supervisors per a schedule established by the office.



#### **Homecare RN, 2012 – 2017**

**Maxim Healthcare Services, San Diego, CA**

- Multidisciplinary collaboration with Physicians, Clinical Supervisors, Physical Therapists, Occupational Therapists, DME Providers, patient and family members regarding patient's Plan of Care.
- Performed skilled nursing care and documentation on Nursing Flow Sheets, Supplemental Physician's Orders, MAR's, DME's, Wound Flow Sheet, Seizure Records, Controlled Substances Record, and Case Conference Forms per Maxim policy.
- Trained and provided patient specific orientation for fellow nurses regarding patient's Plan of Care and patient care routines.
- Notified Physicians and RN Supervisor regarding changes on patient's Plan of Care, Doctor's Orders, treatments and medications.

#### **Floater RN, 2009 - 2011**

**Edgemoor Hospital, Santee, CA**

- Interim Charge Nurse for 1 LVN, 6 CNA's, and 1 Unit Clerk.
- Floater Nurse for a 6 unit, 32 bed capacity per unit, Skilled Nursing Facility
- Treatment procedures include but not limited to management of Ventilators, Tracheostomy Tubes, Enteral Tubes, Catheters, Wound Care, Wound Vacs, Diabetes Management, and Anticoagulant Medication Therapy.
- Medication Administration - Oral, Enteral, Topical, Subcutaneous, Intramuscular, Intravenous, Suppository, Nebulizer and Inhaler.

#### **Home Health Aide, 2008 - 2009**

**Care Plus Nursing Services, Laguna Hills, CA**

- Cared for patients and assisted patient families with activities of daily living - transferring, meal preparation, feeding and personal hygiene.
- Assisted RN's, LVN's and UAP's in patient care.

#### **CERTIFICATIONS**

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**AHA BLS Certified**

#### **EDUCATION**

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**Bachelor of Science in Nursing, 2003 – 2007**

University of Santo Tomas, Philippines



**Margosia Bochenska MA, LBA, BCBA**

[mabochoen@maxhealth.com](mailto:mabochoen@maxhealth.com)

July 7th, 2025

**EDUCATION:**

1. SWPS University of Social Sciences and Humanities (5-year consolidated university studies) – Warsaw, Poland
  - a. MA in Clinical Psychology
  - b. Major in Abnormal Child and Adolescent Psychology
  - c. Minor in System Family Therapy
2. Additional courses:
  - a. An apprenticeship in ADHD – children and adolescents
  - b. An apprenticeship in Abnormal Child and Adolescent Diagnosis at the SWPS led by the child psychologist Barbara Karylowski, Ph.D. – Warsaw, Poland
3. SWPW University of Social Sciences and Humanities – Warsaw, Poland
  - a. Post-graduate ABA university courses which maintained the standards of training equivalent to the standards of training of those institutions accredited in the United States, approved by the BABC
4. BCBA certification (#1-11-8859) received in May 2011 – present, in good standing.
5. LBA - Licensed Behavior Analyst in the state of Connecticut, 2018 – present, in good standing.

**PROFESSIONAL EXPERIENCE:**

I am an experienced Board-Certified Behavior Analyst (BCBA) also a Licensed Behavior Analyst (LBA) with demonstrated extensive history of supervising clinical teams both at home and school settings, creating clinical systems and supports, consulting to multidisciplinary teams at public schools. I am experienced in ABA services delivery, both in vivo and in the Telehealth modalities, and supervising teams of less experienced BCBAs, program supervisors and behavioral technicians, training staff members, collaborating and training parents, developing training series, developing & implementing

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districtwide projects, conducting behavioral and academic assessments, creating interventions, IEPs and academic programs, working in the hospital & health care industry. I have an extensive experience in working with a wide range of individuals varying in age and disabilities across home and school settings, including children with autism spectrum disorder, developmental disabilities, emotional and behavioral disorders and mental health diagnosis. I am skilled in Behavior Management, Emotional and Behavioral Disorders, Developmental Disabilities, Cognition, Behavioral Problems, and systemic approaches to the family, home and school teams. I am strong applied behavioral analysis professional with a master's degree in clinical psychology and Systemic Family Therapy and with ABA postgraduate degree.

**January 2023 – Present**

**Maxim Healthcare Services, Alhambra, CA**  
**Clinical Manager, BCBA**

**October 2022 – December 2022**

**Maxim Healthcare Services, Alhambra, CA**  
**Clinical Supervisor, BCBA**

**July 2020 – September 2022**

**Maxim Healthcare Services, San Jose, CA**  
**Clinical Supervisor, BCBA**

**October 2012 – July 2020**

**The Center for Children with Special Needs CCSN, Glastonbury CT**  
**Senior Behavior Analyst**

**My responsibilities included:**

- Consultative services provided in public school districts on preschool, elementary, middle and high school levels.
- Program development, both behavioral and academic, in multiple public-school districts on preschool, elementary, middle and high school level that are supported by ABA methodologies and address behavioral, social, academic and general-life skills.
- Consultative services provided to Intensive Needs Classrooms and case-based specific consultation.
- Extensive experience working with a wide range of individuals varying in age and disabilities across home and school settings, including children with autism spectrum disorder, developmental disabilities, emotional and behavioral disorders and mental health diagnosis.
- Creating Emotional Needs Classrooms and collaborating with school therapeutic teams including social workers, psychologists and counselors.

- Creation of structures and direct work with multidisciplinary teams (including school administration, Special Education Teachers, Occupational Therapists, Physical Therapists, Speech Language Therapists, Social Workers and School Psychologists) to move forward with development of tasks utilizing ABA methods at all levels of consultation with a strong emphasis on cross-training for all team members.
- Organizing and leading consult time with teachers and other related service providers.
- Organizing and leading structure development and building capacity for Intensive Needs Classrooms.
- Collaboration with outside health providers such as psychiatrists, psychologists, neurologists, family doctors (e.g., sharing graphs, collaboration on program development).
- Leadership role in developing, coordinating and training school staff in districtwide projects:
  - Working in days/small groups (development, teacher's and staff's training)
  - Planning for successful inclusion
  - Development of the series of trainings for the staff working with students exhibiting emotional problems and with mental health diagnosis.
  - Measuring Independent Skills (development, staff training)
  - Distant Learning (coordination and planning)
  - Parents' Training
  - Lesson Plans/Protocols curriculum
- Creating and leading training series to the school BCBA's and school psychologists on ABA based programming and conducting various behavioral assessments (e.g., FBA, Ecological Assessment, ABLLS) including writing reports and creating Behavioral Support Plans (BSP).
- Collaboration and training provided to the school staff in the development of the IEP's goals and objectives, data collection, progress marks, lesson plans, protocols, and data collection.
- Training and supervising paraeducators implementing direct instruction and behavioral strategies across all school seeing including conducting fidelity checks and recommendations for staff.
- Creation and delivery of staff trainings series on the teaching techniques, curriculum development, social skills training, and communication, both didactic and on the floor.
- Participating in parents' meetings, multidisciplinary team meetings and PPTs related to BCBA consultation services.
- Collaboration with the family advocates participating in the PPTs.
- Leading home visits, observations and development of home based recommendations.
- Leading toilet training and development of the toilet training protocols across school and home settings.
- Creating and participating in parents' trainings in vivo, role-play mode and in the distance learning/video modalities.
- Completing various behavioral and academic assessments such as Functional Behavior Assessment (FBA), Functional Analysis (FA), ABLLS, AFLS, VBMAP, and Ecological Assessment, conducting ABC data analysis, developing curriculum, data collection systems, Behavior Support

Plans (BSP), Behavioral Strategies and instructional planning. All tasks are to be completed in a fashion consistent with best practice, evidence-based standards, and are subject to peer review.

- Providing recommendations and support on:
  - BSP/Behavioral Strategies
  - Lesson plans; Teaching protocols; Task Analysis
  - Data collection systems
  - Reinforcement systems
  - IEP's goals and objectives
  - AAC devices and other means of communication (e.g., PECS)
  - Program book development and data reviews
  - Material development including (writing lesson plans, data sheets, token boards, PECS, etc.)
- Conducting observations across school seeing and providing recommendations for the successful programming and behavioral interventions.
- Creating and participating in development of functional, independent and vocational skills trainings and protocols.
- Writing reports, academic and social-behavioral lesson plans, task analysis, protocols and other clinical material development.

**2009 – 2011**

**Stan Cassidy Center for Rehabilitant, Fredericton, NB Canada**  
**Behaviorist/Psychometrist**

I worked at SCCR, Fredericton, NB in Canada in the position of a behaviorist/psychometrist as a member of an interdisciplinary Outreach Autism Team, which provided specialized services to New Brunswick children and families challenged by autism spectrum disorder.

**My responsibilities included:**

- Participating in planning and developing the program model for the team; collaborating with team members in developing interdisciplinary recommendations including reports writing and prescribing behavioral recommendations.
- Conducting outreach visits to the clients in their school and home seeing including staff and parents' trainings.
- Conducting observation across multiple settings of children and adolescents with the autism spectrum diagnosis (ASD).
- Supporting families through educational training series and advocacy.

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- Supporting health care professionals who work with children with ASD at community and hospital-based levels of care (primary and secondary) by providing expert consultation, education, and assistance in treatment planning.
- Providing similar support to the school system - educators, teacher assistants, and community autism agencies.
- Designing and modeling best practice interventions, which are within the scope of available resources throughout New Brunswick and are appropriate to home, school, and social environments.
- Carrying out intensive interventions in specific cases using behavioral treatment approaches; providing training for care providers in behavior management techniques and their application in various environments.
- Providing clinical outreach services to clients in communities throughout New Brunswick as well as participating in research and educational activities.

2006 - 2009

**CWI (Center for Early Intervention Step by Step) Warsaw, Poland**  
**Behavior Therapist**

I worked at CWI, Warsaw, "Center for Early Intervention Step by Step" for children run and founded by dr. Monika Suchowierska, Ph.D. BCBA-D. I started working there as a therapist during last year of my graduate studies. The Center was the first private school in Poland for children with developmental disabilities including ASD, which offered an early intensive behavioral intervention. I worked on daily basis with children as a one-on-one therapist and implemented various interventions. I was promoted very quickly and given an opportunity to start learning more advanced things in this field of expertise. I took care of a cohort of children diagnosed with ASD and other developmental disabilities, provided additional help, and training for their families, tutors and service providers. I participated in writing behavioral treatment programs and intervention procedures for children and under the supervision of the BCBA, I implemented function-based interventions for the reduction of problem behaviors. I collaborated with the feeding therapists and conducted functional analyses of feeding problems and supported implementation of appropriate procedures. I conducted analyses of toilet training problems and supported implementation of appropriate procedures. I collaborated with the SLP on the implementation of the PECS system. I trained and supervised less experienced staff members on the implementation of various behavioral strategies and teaching procedures.

- I was part of an organizational committee of International Behavioral Conference (Behavioral Psychology: theory, research, application) which took place in Warsaw, Poland in April 2008.
- I was a member of the team preparing Behavioral Vocabulary, a project maintained by Monika Suchowierska, Ph.D., BCBA. Warsaw, Poland

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- I was an active participant of audio conferences between May Institute, Randolph, MA USA and CWI, Warsaw, Poland. The mentioned conferences were led by Lauren Solotar, Ph.D., May Institute and Monika Suchowierska, Ph.D. BCBA, CWI, Warsaw. During these clinical meetings we discussed many different aspects of the therapy which were provided to our clients daily

**PROFESSIONAL MEMBERSHIPS:**

1. Polish Association for Behavior Analysis. Poland
2. ABAI (Association for Behavior Analysis International)
3. CT ABA (The Connecticut Association for Behavior Analysis)
4. NEBG (New England Behavior Group)
5. BABAT (The Berkshire Association for Behavior Analysis and Therapy)
6. NYSABA (New York State Association for Behavioral Analysis)
7. ONTABA (The Ontario Association for Behaviour Analysis)
8. CALABA (California Association for Behavior Analysis)



**Manak Amin**

Orange, CA 92868 • 714-272-5219 • maamin@maxhealth.com

**EXPERIENCE**

**Maxim Healthcare  
Clinical Manager**

Orange, CA  
November 2024-Present

- Provide mentorship and supervision to Clinical Supervisors, Behavior Technicians, and interdisciplinary teams, fostering professional development and high- quality service delivery.
- Supervise a team of Clinical Supervisors managing approximately 20 clients each, ensuring high-quality care across all cases.
- Conduct regular program reviews and audits to ensure compliance with clinical standards and regulatory requirements, resulting in measurable client progress
- Conduct comprehensive Functional Behavior Assessment (FBAs), Supervise treatment implementation, and ensured accurate data collection and analysis to drive individualized client progress and program effectiveness

**Clinical Supervisor**

Pomona, CA  
April 2023-November 2024

- Provide direct supervision and mentorship to behavior technicians, fostering a culture of continuous learning and professional growth
- Collaborate weekly with CM and Cross-Train with FSG and BDM
- Design and develop treatment plans, materials, and behavior analytic programs utilizing Applied Behavioral Analysis to teach individuals with autism independent functional skills
- Lead monthly clinical meetings for the OC team members
- Conduct Functional Behavioral Assessments (FBAs) and develop individualized treatment plans for clients with ASD and other developmental diagnosis

**Hope Autism Therapies**

**BCBA/ Assistant Clinical Director**

Irvine, CA  
March 2022 - April 2023

- Successfully managed and supervised a team of 3 BCBA's and 25-30 active cases
- Fostered a collaborative environment by working closely with families, educators, and other professionals to ensure the seamless integration of ABA principles
- Assisted in interviewing, hiring and training new Behavioral Therapists and MLS
- Write and submit quarterly and concurrent reports to various insurance vendors
- Conduct Functional Behavior Assessments to determine the function of problem behaviors

**EDUCATION**

**National University**

Master of Science in Applied Behavior Analysis

La Jolla, CA

**University of California, Irvine**

Bachelor of the Arts in Psychology and Social Behavior  
Concentration: Clinical Psychology

Irvine, CA

**SKILLS and CERTIFICATIONS**

**Relevant Skills:** Data Analysis, Vineland Questionnaire, QOL, VB-Mapp, FAST

**Technical Skills:** Microsoft Word, PowerPoint, Excel, Rethink and Central Reach

**Language:** Proficient in Gujarati and Hindi

**Certifications:** Board Certified Behavior Analyst (BCBA# 1-22-58651), Crisis Prevention Institute Certified (CPI), CPR



#### Curriculum Vitae

**Sherry Hiller Vasquez MS, LMFT, BCBA**

**BCBA#: 1-13-12863**

**LMFT#: 107867**

5726 Allott Ave.

Valley Glen, Ca. 91401

((310) 502-4946 cell

[shhiller@maxhealth.com](mailto:shhiller@maxhealth.com)

#### Work Experience

**Maxim HealthCare Inc.**

**Clinical Manager**

9/2019-Current

Responsible for clinical oversight of business line including clinical management of cases and clinical personnel. Understand trends in the business and field support leadership. Managed client and customer relationships by providing customer services when needed and appropriate. Have collaborated with business development and recruiting teams to support appropriate levels of staffing for the business line. Collaborated with business development and recruiting teams to develop appropriate staffing choices and find competent people to ensure our services are the very best and that our reputation in Autism related services are/is top-notch. Encourage growth and development of BCBAs to ensure that we retain good talent and that they are aware of future possibilities and within the company. Will support BCBAs and Mid-level supervisors by attending sessions, ensuring fidelity to the ABA process and support and teach where needed. Continually working with BDM to ensure that our process is efficient and comprehensive.

**Private Practice Valley Glen, Ca.**

**8/2022-current**

My orientation is primarily psychodynamic and informed by contemporary psychoanalytic theory. I combine this depth approach to psychotherapy with a strong background and belief in cognitive-behavioral interventions as evidenced by my BCBA and training in CBT. I am dedicated to providing the highest quality of professional care, with compassion, acceptance and sensitivity. I tailor my treatment approach to the needs of the individual.

**Soulenders: Burbank, California**

**2018-2021**

*Soulenders provides contract management services to private practice therapy providers.*

**Maxim Health Care**

**Clinical Supervisor**

8/2017-2019

Wrote program design for Regional Center acceptance process and 805 program, both of which were approved. Created the paperwork for the entire program that is utilized by the ABA staff including/SD sheets, informational documents, data sheets and all related content. Created binders with programs for all curriculum areas including language, social, executive functioning, cognition, motor, academics, adaptive and play. Conduct FBA's, write assessments, and write progress reports. Regular follow-up with insurance



companies and ensure that we target what I required in all reports. Train BT's, mid-level supervisors and support current BCBA's to ensure that work follows ABA consistency. Monitor progress of clients and supervise BCBA's and mid-levels to ensure that they are on top of all programming modifications based on the data and generalization of client's skills.

In addition to clinical supervision duties I maintain clinical oversight of the program, collaborate with business development managers and other support entities. Monitor parent relationship with office and staff and intervene as needed. Engage with families as needed and perform drop-ins to ensure program fidelity and maintain a working relationship with parents. Continually monitor BT progress, mid-level progress and BCBA supervisors to ensure performance. Created trainings for BCBA's, and BT's/BII's. Have attended many visits to clinics with the Business development side of Maxim as well and meetings with schools to assist with building our capacity in these areas. Continually collaborate with the Business line manager to ensure our process is as efficient as possible. Perform any job that requires attention to ensure that the client is always the priority.

#### **Early Strides**

##### **Assistant Clinical Director**

1/2017-8/2017

Responsible for 6-7 case managers at any one time. Up to 100 clients, their progress monitored in the school setting along with approximately 100 Behavioral therapists providing services. Ensuring program integrity related to evidence-based practice and ABA fidelity. Children who are diagnosed with "autism", "other health disorders" and "emotional disturbances". Monitor programming to assist with behavior reduction while in the school setting, observe children in their environment to ensure that all means are being utilized to guarantee behavior reduction and appropriate replacement behaviors, monitor progress (data driven) and assist in trouble shooting behavioral issues that are more severe and do not fit the ABA model.

#### **CARD-Center for Autism and other Related Disorders**

##### **Clinical Supervisor**

12/13-1/17

Responsible for programming, report writing to insurance companies and other related entities, including schools and regional centers. I am responsible for conducting initial and on-going assessments design and maintain top quality treatment programs. I assess the quality with which behaviorists implement programs and supervise the delivery of those services. I must troubleshoot the more difficult clients that do not learn as anticipated and must utilize my experience with creative "out of the box" thinking to ensure constant and regular learning and ensure the correct implementation of those programs. I mentor assigned junior staff and evaluate regularly their performance. I consider myself adept at what I do, forward thinking and proficient in problem solving. My work includes Parent training and teaching to others on a regular basis. Clinical supervisor for CARD, supervising anywhere from 12-18 clients and approximately 10-15 behavior therapists at any given time

#### **Vista Center for Behavioral Analysis**

##### **Clinical Supervisor**

7/13-12/13

Supervising approximately eight Behavior Interventionists working with children/adults with Autism and other Developmental issues that affect their ability to function day to day in both home and social settings. Write reports for both Regional Center and private insurance companies that reflect the client's current abilities (including presenting data) that show the clients progress or lack thereof. Also includes parent training and new Assessments to determine the level of need and the amount of intervention and



supervision. I have Regular contact with Regional Center, parents; and children and adults with development delays. Ensure Title 14 compliance.

**Wings of Refuge-Foster Family Agency  
Clinical Supervisor/ Therapist/Program Manager**

2/08-10/13

Supervising Social Workers/Ensure Compliance to State mandates/Case Management, oversight, management reports detailing children's assessments, follow-up of legal system, ensuring children and family receive required services.

Ensuring that the services mandated are received and oversight of the behavioral specialist.

Implementation of policy and procedures, research protocols and policies to ensure Title 22 compliance.

Behavioral supervisor/consultant for developmentally delayed program, limited brief functional assessments, limited implementation of assessed services and oversight of the behavioral specialists; not pure applied behavioral analysis

Work with an extremely diverse population, which includes children with special needs and emotional challenges. Incorporated behavioral techniques with foster youth including communication skills, anger management and identifying school related problems.

Numerous individual clients in one on one therapy including children who are diagnosed with Asperger's disorder to assist with appropriate social behavior.

Supervise nine MSW's, MA's and graduate and undergraduate interns.

- School site drug and alcohol counseling/individual counseling/DSP training/Parent Education trainer.
- Interface with county/state entities on contract compliance
- Management/administrative training.
- Anticipated exam date for MFT licensing fall/winter 2013

**Administrator**

Department of Children and Family Services

Mentoring Section-administrator

Family-to-Family Administrator

Special Assignment/Permanency Response Team Coordinator/Facilitator

Facilitator and Coordinator on a Multi-Disciplinary Team

8/01-1/08

- Case management, monitored Team Decision Making process. Ensured the implementation of the core strategies of Family-to-Family including the recruitment of resource family's, community outreach and development. Engaged with schools, neighborhood community groups, and faith-based groups. Planned events, meetings, and trainings for community members and staff. Developed the ability to work with any group, and conveyed my expertise in several arenas' working closely with families and administrators at every level.
- Worked with an outside consultant in developing a protocol for Family to Family in Los Angeles County. Led a group of professionals from Department of Mental Health to work intensively with the most difficult children in the foster care system in order to find solutions for their extreme problems including assisting a child to remain long term in a placement and finding services that could help them "maintain" for long periods of time.
- Participated in the development and evolution of the Team Decision-Making Model in Los Angeles County. Trained as a facilitator in Cleveland, Ohio, which was the first County to initiate the process of Family-to-Family, which was adapted and developed by the Annie E. Casey Foundation. Worked with the training section to develop and train line staff in the TDM process. Enhanced my skills with Basic Mediation Training provided by Claremont Dispute Resolution Center. Also, completed Advanced Family Law Mediation training to become a certified mediator.



### **Children's Social Worker**

06/97-08/01

Case Management, worked with children and their families to ensure child safety, testified in court on cases and parents progress. Wrote numerous legal reports and worked for a time at the Children's Court (Superior Court) ensuring legal sufficiency of cases and ensuring proper timelines and compliance to department policy.

### **Valley Trauma Center**

Counselor/Intern

1991/1994

Individual counseling for rape victims, incest survivors and battered women and men. On call Crisis Hotline duty which often-included hospital support and follow-up. Long-term therapy for individuals diagnosed with PTSD.

### **Education**

**National University, Sherman Oaks Campus**

Completed courses towards BCBA

August 2011-Certification 1/31/13

**California State University, Northridge**

Master of Science

Educational Psychology

MFT concentration

1992

**University of California at Los Angeles/UCLA**

Bachelor of Science

Psychology with a minor in Sociology

1983

**Bar Ilan University, Ramat Gan, Israel**

School of Social Work-Bachelor of Social Work Program

### **Additional Accomplishments**

- Children's service to Social Services for Linkages Pilot Program, which included *points of entry* for different services.
- Management Core Training
- Fellow of Domestic Violence
- Central Los Angeles Sexual Abuse Unit
- Completed Basic Mediation Training
- Completed Advanced Family Law Mediation Training.
- Worked in private practice under clinical supervision.
- Trained the trainers
- Building Family Safety: A Solution-Focused Brief Therapy Approach
- (Renowned: Insook Kim Berg)
- Fluent in Hebrew (reading, writing and speaking)



## APPENDIX 2: CERTIFICATIONS



California Department of Education  
Nonpublic Agency (NPA) Certification  
Date: December 26, 2024

NPA Maxim Healthcare Services, Inc. - Los Angeles  
NPA Identification Code 9903426  
Site Administrator: Kelly Figueroa  
Mailing Address: 3255 Wilshire Boulevard Suite 700  
City: Los Angeles State: California Zip Code: 90010

NPA Authorized to Provide Services at NPA Site: ☐ Yes

Site Address:

City: State: California Zip Code:

Grades Kindergarten to 12  
Ages 3 to 18 Student Gender: All

2025 Certification Status: Approved

Maximum Student Capacity: 10

Effective Dates: January 01, 2025 through December 31, 2025

☐ Amended

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

### Authorized to Provide the Following Related Services

<input type="checkbox"/> APE	<input type="checkbox"/> BII	<input type="checkbox"/> LSDR	<input type="checkbox"/> PCT	<input type="checkbox"/> SDTI	<input type="checkbox"/> VECD
<input type="checkbox"/> AS	<input type="checkbox"/> CG	<input type="checkbox"/> MT	<input type="checkbox"/> PS*	<input type="checkbox"/> SW	<input type="checkbox"/> LI: _____
<input type="checkbox"/> ATS	<input type="checkbox"/> EE	<input type="checkbox"/> OM	<input type="checkbox"/> PT	<input type="checkbox"/> TS	<input type="checkbox"/> Other: _____
<input type="checkbox"/> BID	<input checked="" type="checkbox"/> HNS	<input type="checkbox"/> OT	<input type="checkbox"/> RS	<input type="checkbox"/> VS	*Other than Assessment and IEP Development

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons:  
Failure to notify the department in writing of any of the following within 45 days of the occurrence:  
changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.



Magnolia Public Schools  
RFP# 7-1-25: Special Education  
Instructional & Related Services



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2024

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).

<b>PRODUCER</b> Altus Partners, Inc. 201 King of Prussia Road STE100 Radnor PA 19087  License#: 57081 MAXIHEA-01		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 610-526-9130 FAX (A/C, No): 610-526-2021 E-MAIL: col@altuspartners.com ADDRESS:	
<b>INSURED</b> Maxim Healthcare Services, Inc. 7227 Lee DeForest Drive Columbia MD 21046		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ACE American Insurance Company NAIC # 22667 INSURER B: Indemnity Ins Co of N Am 43575 INSURER C: Lloyds 51215 INSURER D: INSURER E: INSURER F:	

### COVERAGES

CERTIFICATE NUMBER: 743676221

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 SUBR INSD VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$3,000,000 SIR <input checked="" type="checkbox"/> \$5M SIR-Products GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		B0600HC2400107	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 5,000,000 Sexual Abuse \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		H1135323A	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE		B0600HC2400107	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	C72614124 (AOS) C72614161 (OH & WA) C72614082 (CA, AZ & MA) C72614203 (WI)	11/30/2024 11/30/2024 11/30/2024 11/30/2024	11/30/2025 11/30/2025 11/30/2025 11/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Per Claim/Agg \$5,000,000 SIR 5,000,000
C	Professional Liability		B0600HC2400107	11/30/2024	11/30/2025	Per Claim/Agg \$5,000,000 SIR 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions.

### CERTIFICATE HOLDER

### CANCELLATION

For Information Purposes Only	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 

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ACORD 25 (2016/03)

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## APPENDIX 3: PROPOSED DEVIATIONS

Upon award, Maxim reserves the right to negotiate any additional terms, conditions, policies and/or Agreements not specifically included with the Request for Proposal.

**Scope of Services B(2)** – Maxim reserves the right to review its compliance with these Procedures upon award.

**Scope of Services B(11)** – Maxim Healthcare Services, Inc. ("Maxim") is an accredited national healthcare company, maintaining 140+ offices and serving most U.S. states and 4 U.S. territories. Due to the diverse nature and geographic extent of its business, Maxim can agree to notify MPS of any related litigation or claims arising out of its Alhambra, CA office.

**Scope of Services B(12)** – Please amend this section to state the following:

Vendor must indemnify and provide insurance coverage that will minimize MPS exposure per the limits in Exhibit B. Nothing herein shall be interpreted to require the Vendor to indemnify, defend or hold harmless MPS, its Board, officials, agents and employees, interns, volunteers and representatives from their own acts of negligence, gross negligence, or intentional acts.

**Assurances and Insurance requirements D(9)** – Unless required by applicable law, Maxim reserves the right to negotiate the terms of the Student Online Personal Information Protection and Student Data Privacy Agreement.

### Deviations to Exhibit B: Insurance Requirements

Please note that Maxim carries the insurance limits in the provided FYI Certificate of Insurance. Please let us know if you have any questions.