Magnolia Public Schools

Regular Board Meeting

Date and Time

Thursday November 19, 2026 at 6:20 PM PST

Location

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

Access to the Board Meeting

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

- Magnolia Science Academy-1 (18238 Sherman Way, Reseda, CA 91335)
- Magnolia Science Academy-2 (17125 Victory Blvd, Van Nuys, CA 91406)
- Magnolia Science Academy-3 (1254 E Helmick St, Carson, CA 90746)
- Magnolia Science Academy-4 (11330 W Graham Place, Los Angeles, CA 90064)
- Magnolia Science Academy-5 (7111 Winnetka Ave, Winnetka, CA 91306)
- 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 Anaheim (412 W. Carl Karcher Way, Anaheim, CA 92801)

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.
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=MHhBZCtGT0xEMlZpNEZQZVJ3RDBPZz09

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 MPS Home Office at 213-628-3634 or email board@magnoliapublicschools.org with such requests.

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

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

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

For any questions regarding this meeting please email board@magnoliapublicschools.org or call (213) 628-3634.

Board Members:
Mr. Mekan Muhammedov, Chair
Ms. Sandra Covarrubias, Vice-Chair
Dr. Umit Yapanel
Dr. Salih Dikbas
Ms. Diane Gonzalez
Mr. Serdar Orazov

Student Board Member:
Ms. Ilemi Cordoba

CEO & Superintendent:
Mr. Alfredo Rubalcava

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**6:20 PM**
	Opening Items			
A.	Call the Meeting to Order			1 m
B.	Pledge of Allegiance			1 m
C.	Record Attendance and Guests			1 m
D.	Approval of Agenda	Vote		1 m
E.	Public Comments			6 m
F.	Announcements - CEO & Superintendent, Board, Student Board Member			5 m
G.	Approval of Minutes from MPS Regular Board Meeting - October 8, 2026	Approve Minutes		1 m
II.	**Closed Session**			**6:36 PM**
A.	Public Announcement of Closed Session	FYI		1 m
B.	Public Employee Performance Evaluation (§ 54957) - Title: CEO & Superintendent			55 m
C.	Conference with Legal Counsel - Anticipated Litigation pursuant to (§54956.9): 1 case			10 m
D.	Conference with Legal Counsel - Existing Litigation (§54956.9): 1 case			10 m
E.	Conference with Real Property Negotiations (§ 54956.8) **Property:** 16600 Vanowen Street and 16631 Archwood Street, Van Nuys, CA 91406 **Agency Negotiator:** Alfredo Rubalcava			10 m

		Purpose	Presenter	Time
	Negotiating Parties: Parties Interested in Purchasing Property **Under Negotiation:** Sale of Property			
F.	Report Out of Closed Session	FYI		1 m
III.	**Information/Discussion Items**			**8:03 PM**
A.	2026–27 Enrollment Outcomes and 2027–28 Enrollment Launch	Discuss	Erdinc Acar & Brenda Olivares	10 m
IV.	**Consent Items**			**8:13 PM**
A.	Approval of Updated English Learner Master Plan	Vote	Katie Mann & Gokhan Serce	1 m
B.	Approval of Revised 2026-27 School Calendar for Magnolia Science Academy-5	Vote	David Yilmaz	1 m
C.	Approval of College and Career Access Pathways (CCAP) Agreement between Magnolia Science Academy–Santa Ana and Santa Ana College	Vote	Havva Terzi & Gokhan Serce	1 m
D.	Approval of CAL FIRE Aliso Canyon Green Schoolyards Agreement for Magnolia Science Academy-1 Green Schoolyard Transformation Project (Non-Binding Agreement)	Vote	Patrick Ontiveros	1 m
V.	**Action Items**			**8:17 PM**
A.	Approval of 2024-25 Magnolia Public Schools Annual Audit Report (Reissuance)	Vote	Cafer Turan	15 m
B.	Approval of Construction and Contractor Change Orders for the Magnolia Science Academy-5 (7111 Winnetka) Project	Vote	Patrick Ontiveros	15 m
C.	Approval of Short-Term Interest-Free Intraorganizational Loans for MSA-5 Cash Flow Support	Vote	Cafer Turan	5 m

		Purpose	Presenter	Time
D.	Approval of Purchase and Sale Agreement for 16600 Vanowen Street and 16631 Archwood Street, Van Nuys, CA 91406	Vote	Patrick Ontiveros	5 m
E.	Approval of the Appointment of a New Director to the MPM, Inc. Board of Directors	Vote	Patrick Ontiveros	5 m
F.	Approval of MPS School Sustainability and Closure Framework	Vote	Erdinc Acar	5 m

VI. Closing Items — 9:07 PM

A.	Adjourn Meeting	1 m

Coversheet

Approval of Minutes from MPS Regular Board Meeting - October 8, 2026

Section:	I. Opening Items
Item:	G. Approval of Minutes from MPS Regular Board Meeting - October 8, 2026
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Board Meeting on October 8, 2026

APPROVED

Magnolia Public Schools

Minutes

Regular Board Meeting

Date and Time
Thursday October 8, 2026 at 6:00 PM

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

Board Members:
Mr. Mekan Muhammedov, Chair
Ms. Sandra Covarrubias, Vice-Chair
Dr. Umit Yapanel
Dr. Salih Dikbas
Ms. Diane Gonzalez
Mr. Serdar Orazov

Student Board Member:
Ms. Ilemi Cordoba

CEO & Superintendent:
Mr. Alfredo Rubalcava

Directors Present
D. Gonzalez, M. Muhammedov, S. Covarrubias, S. Orazov, U. Yapanel

Directors Absent
S. Dikbas

I. Opening Items

A. Call the Meeting to Order

M. Muhammedov called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Oct 8, 2026 at 6:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance was recited by Board members, staff, and guests.

C. Record Attendance and Guests

Refer to the attendance information recorded above. Student Board Member, I. Cordoba was present.

D. Approval of Agenda

D. Gonzalez made a motion to approve the agenda as presented.
S. Orazov seconded the motion.
I. Cordoba, Student Board Member, gave her preferential opinion as a statement of yes for this item.
The board **VOTED** unanimously to approve the motion.

Roll Call

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

E. Public Comments

A public comment was made by S. Keskinturk, MSA Santa Ana Principal, who provided an update on the upcoming China trip, including student participation and fundraising progress.

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

I. Cordoba, Student Board Member, recognized MPS seniors as they begin the college application and financial aid process. She acknowledged the challenges of senior year and encouraged students to support one another throughout the process.

G. Approval of Minutes from MPS Regular Board Meeting - September 14, 2026

M. Muhammedov made a motion to approve the minutes from Regular Board Meeting on 09-14-26.
U. Yapanel seconded the motion.
I. Cordoba, Student Board Member, gave her preferential opinion as a statement of yes for this item.
The board **VOTED** unanimously to approve the motion.

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

II. Closed Session

A. Public Announcement of Closed Session

M. Muhammedov, Board Chair, reported that the Board will be going into Closed Session to discuss four items:

1. Public Employee Performance Evaluation (§ 54957) - Title: CEO & Superintendent
2. Conference with Legal Counsel - Anticipated Litigation pursuant to (§54956.9): 1 case
3. Conference with Legal Counsel - Existing Litigation (§54956.9): 1 case
4. Public Employee Discipline/Dismissal Release (§ 54957)

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

Item was discussed in Closed Session.

C. Conference with Legal Counsel - Anticipated Litigation pursuant to (§54956.9): 1 case

Item was discussed in Closed Session.

D. Conference with Legal Counsel - Existing Litigation (§54956.9): 1 case

Item was discussed in Closed Session.

E. Public Employee Discipline/Dismissal Release (§ 54957)

Item was discussed in Closed Session.

F. Report Out of Closed Session

The Board returned from closed session at approximately 9:58 PM. M. Muhammedov reported in open session that the Board took no action on any of the four items discussed during Closed Session.
I. Cordoba, Student Board Member, signed out during Closed Session and was no longer in attendance when the Board reconvened in Open Session.

III. Information/Discussion Items

A. Magnolia Public Schools (MPS) Annual Authorizer Oversight Reports

D. Yilmaz, Chief Accountability Officer, along with G. Serce, Chief Academic Officer, and C. Turan, Interim Chief Financial Officer, presented the annual authorizer oversight reports from Orange County Office of Education (OCDE) and San Diego Unified School District (SDUSD).
For MSA Orange County, most requirements were met, with areas for improvement identified in English learner services, instructional materials, and financial reserves. For MSA San Diego, the report reflected strong academic performance and overall compliance, with a concern noted regarding cash liquidity. Staff discussed ongoing efforts to address these areas. Board members acknowledged and thanked staff for their work in meeting authorizer requirements across the MPS network.

B. Average Daily Attendance (ADA) Update

G. Serce, Chief Academic Officer, and M. Wittek, Director of Student Services, presented an update on Average Daily Attendance (ADA). They highlighted a one-percentage-point increase in ADA last year and shared current attendance data, school-specific targets, and ongoing strategies to improve attendance and reduce chronic absenteeism. Staff noted that three schools are currently below their targets and that monthly updates will be provided to monitor progress. The Board emphasized the importance of continued monitoring and improvement toward pre-pandemic attendance levels.

C. Comprehensive Talent and Workforce Insights: Organizational Health and Retention Trends 2025-26

F. Del Carpio, Chief People Officer, presented the 2025–26 Comprehensive Talent and Workforce Insights report, highlighting staff retention, recruitment, exit survey results, workforce demographics, and organizational health. She noted a decline in retention, partly due to reductions in force, along with improvements in recruitment timelines, increased representation of women in leadership, and 100% completion of mandatory staff training. Board members discussed opportunities to strengthen the leadership pipeline for women, improve staff retention, and increase participation in exit surveys.

IV. Consent Items

A.

Magnolia Public Schools Regular Board Meeting Minutes - Thursday, October 9, 2025 at 6:00 PM

Approval of 2026-27 Compliance Monitoring and Certification of Board Compliance Review for MSA–4, 6, 7, Bell, and Santa Ana

No presentations were made for Consent Items IV-A and IV-B. Both items were considered together and approved by the Board through a single motion and vote.
S. Orazov made a motion to approve the 2026-27 compliance monitoring and certification of Board compliance review for MSA-4, 6, 7, Bell, and Santa Ana.
D. Gonzalez seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

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

B. Approval of the Updated 2026-27 Magnolia Public Schools (MPS) Employee Handbook

S. Orazov made a motion to approve the updated 2026-27 MPS employee handbook as presented effective immediately.
D. Gonzalez seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

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

V. Action Items

A. Approval of California School Finance Authority (CSFA) Charter School Revenue Bonds (Magnolia Public Schools – Obligated Group – Issue No. 3), Series 2026C and Series 2026D (Taxable), and Adoption of Related Bond Resolutions (Magnolia Science Academy-1 and Magnolia Science Academy-2 Projects)

Staff recommended tabling Item V-A. C. Turan, Interim Chief Financial Officer, briefly explained that additional time was needed to explore financing options that may offer greater flexibility in repayment and refinancing while supporting MPS's long-term financial sustainability.
S. Orazov made a motion to table item V.A. Approval of California School Finance Authority (CSFA) Charter School Revenue Bonds (Magnolia Public Schools – Obligated Group – Issue No. 3), Series 2026C and Series 2026D (Taxable), and Adoption of

Related Bond Resolutions (Magnolia Science Academy-1 and Magnolia Science Academy-2 Projects).
M. Muhammedov seconded the motion.
The Board voted to table Item V-A. No action was taken.
The board **VOTED** unanimously to approve the motion.

Roll Call

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

B. Approval of Board Resolution for Elimination of Positions for the Magnolia Science Academy ("MSA")-3 for the Improvement of Educational Programs for Students

F. Del Carpio, Chief People Officer, presented the proposed elimination of one vacant part-time Campus Supervisor position at MSA-3 in response to enrollment needs. Staff clarified that the position is currently vacant and no employee would be affected. A correction was noted in the Board report, changing “creation” to “elimination” in the proposed action language.
M. Muhammedov made a motion to approve the Board resolution authorizing the elimination of the following positions, effective immediately: MSA-3: one part-time Campus Supervisor.
S. Orazov seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

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

C. Approval of Construction and Contractor Change Orders for the Magnolia Science Academy-5 (7111 Winnetka) Project

P. Ontiveros, General Counsel and Director of Facilities, presented the proposed construction change orders for the MSA-5 project at 7111 Winnetka Avenue, totaling $172,133. He explained that the changes included sewer connections, additional construction work, surveying, perimeter wall painting, and renewal of the Procore license. Board members asked questions regarding the completion of sewer work, additional electrical work, negotiated cost reductions, and document retention. Staff provided clarification, and the Board requested an updated report on the project's remaining allowances and contingency at the next meeting.

M. Muhammedov made a motion to approve the proposed construction change orders submitted by Pro-Craft Construction (“PCC”) and Del Amo Construction (“DAC”), and the Procore license renewal through Gateway Science & Engineering (“GSE”) for the Magnolia Science Academy-5 project located at 7111 Winnetka Ave (the “Project”), in a total amount equal to One Hundred Seventy-Two Thousand One Hundred Thirty-Three and 21/100 Dollars ($172,133.21).
S. Orazov seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

D. Approval of Payment to Sherman Way Terrace LP Pursuant to Existing Lease Agreement for Magnolia Science Academy-1

Staff recommended tabling Item V-D. P. Ontiveros, General Counsel and Director of Facilities, explained that additional time was needed to verify property tax payment amounts following discussions with the property owner regarding the parking and recreational space used by MSA-1.

M. Muhammedov made a motion to table item V.D. Approval of Payment to Sherman Way Terrace LP Pursuant to Existing Lease Agreement for Magnolia Science Academy-1.
S. Orazov seconded the motion.
The Board voted to table Item V-D. No action was taken.
The board **VOTED** to approve the motion.

Roll Call

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

E. Magnolia Public Schools Student Health & Administration of Medications Policy - 2026 Update

M. Wittek, Director of Student Services, presented the updated MPS Student Health and Administration of Medication Policy, which expands procedures for medication administration, medical emergency response, staff training, and individualized student

health plans. G. Serce, Chief Academic Officer, noted that administrators and office managers would receive training to support implementation. Board members discussed student self-carry of emergency medications, safety precautions, and CPR and first aid training.
S. Orazov made a motion to approve the updated MPS Student Health and Administration of Medication Policy and corresponding documents.
M. Muhammedov seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

VI. Closing Items

A. Adjourn Meeting

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

Respectfully Submitted,
M. Muhammedov

Coversheet

2026–27 Enrollment Outcomes and 2027–28 Enrollment Launch

Section:	III. Information/Discussion Items
Item:	A. 2026–27 Enrollment Outcomes and 2027–28 Enrollment Launch
Purpose:	Discuss
Submitted by:	
Related Material:	III.A. 2026–27 Enrollment Outcomes and 2027–28 Enrollment Launch.pdf

Agenda Item	III.A. Information/Discussion Item
Date	November 19, 2026
To	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Board of Directors
From	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s)	Erdinc Acar, Deputy Superintendent; Dr. Brenda D. Olivares, Managing Director, Enrollment & Community Engagement
RE	2026–27 Enrollment Outcomes and 2027–28 Enrollment Launch

Action Proposed

N/A

Purpose

Today's presentation updates Board members on the current state of enrollment based on the outcomes of the 2026–27 enrollment cycle and provides a brief after-action review to inform decisions and actions for the 2027–28 enrollment cycle.

Background

MPS enrolled 4,087 students by October 7 Census Day against the established 4,123 enrollment target, a 36-student gap and 99.1% target attainment. Census enrollment increased by 275 students (+7.2%) from the prior-year Census of 3,812. We are encouraged that the enrollment infrastructure overhaul is showing promise. Results reflect both planned growth—particularly at MSA-5 and MSA-OC Anaheim—and stronger internal systems, including the SRE Maturity Matrix, SRE Dashboard, persistence/funnel metrics, recruitment systems, and enrollment oversight. The 2026–27 work centered on reducing attrition, increasing recruitment, and implementing a cadence of accountability.

Analysis

- Five schools exceeded their full target and seven of eleven schools finished at or above 98% of target; Grade 8-to-9 remains a priority.
- Persistence practices strengthened: MSA-1 reduced combined attrition/summer melt from 26.16% to 14.77%; MSA-SA increased persistence from 93.20% to 98.15%.
- The 2027–28 season is underway: 655 active submissions as of November 6 versus 436 at the same point last year (+219 / ~50%). Target setting is being triangulated using persistence, demand, conversion, capacity, staffing/class size, and financial sustainability.

Budget Implications

Following Census Day, Finance updated its enrollment assumptions to reflect actual enrollment and anticipated in-year melt. The First Interim assumes enrollment of 4,045 students, compared with the official Census Day count of 4,087, reflecting approximately 1% anticipated enrollment melt during the remainder of the year.

This financial planning adjustment does not replace the 4,123 SRE enrollment target used to evaluate performance for the 2026–27 enrollment cycle. MPS will continue current-year backfill and persistence efforts while Finance and SRE align 2027–28 enrollment targets, anticipated melt, staffing, and budget assumptions earlier in the planning process.

Exhibits

Exhibit A — 2026–27 Enrollment Outcomes, After-Action Review, and 2027–28 Enrollment Plan

Exhibit A

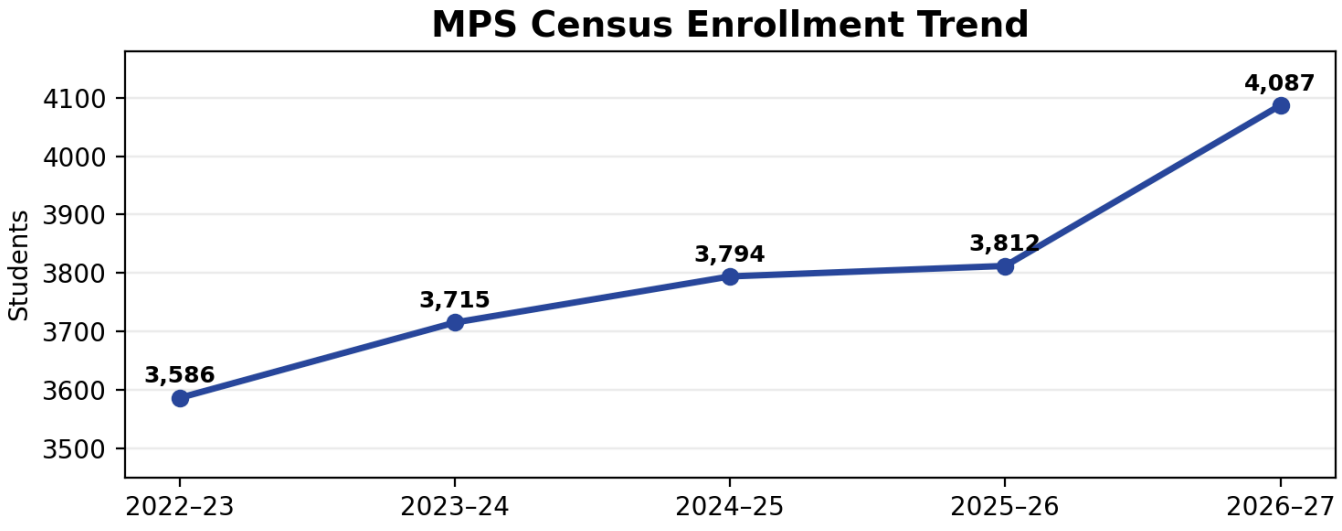
2026–27 Enrollment Outcomes, After-Action Review, and 2027–28 Enrollment Plan

Official Census Day: October 7, 2026 | 2027–28 pipeline status through November 6, 2026

1. Executive Summary

MPS closed the 2026–27 Census Day at 4,087 students against an established enrollment target of 4,123, a gap of 36 students and 99.1% target attainment. The official Census count increased by 275 students (+7.2%) from 3,812 in 2025–26. Five schools exceeded their full enrollment targets, and seven schools finished at or above the 98% site-health threshold used during the Census recovery sprint.

4,087	4,123	99.1%	+275 / +7.2%
Census	Target	Attainment	YoY Growth



2. 2026–27 Target Performance by School

The network result was strong but not uniform. Growth was concentrated in planned expansion at MSA-5 and MSA-OC Anaheim and in gains at MSA-SA, while several established campuses remained below target. This reinforces the need to manage enrollment at the network, school, grade, and cohort levels.

School	Target	Census	Var.	Attain.	Prior Census	YoY	Status
MSA-1	715	707	-8	98.9%	678	+29	≥98%
MSA-2	431	419	-12	97.2%	448	-29	Below 98%
MSA-3	340	322	-18	94.7%	395	-73	Below 98%
MSA-4	120	105	-15	87.5%	123	-18	Below 98%
MSA-5	453	476	+23	105.1%	194	+282	Met / Exceeded
MSA-6	137	142	+5	103.6%	157	-15	Met / Exceeded
MSA-7	294	289	-5	98.3%	276	+13	≥98%
MSA-8	373	377	+4	101.1%	395	-18	Met / Exceeded
MSA-SD	490	491	+1	100.2%	481	+10	Met / Exceeded
MSA-SA	630	634	+4	100.6%	586	+48	Met / Exceeded
MSA-OC Anaheim	140	125	-15	89.3%	79	+46	Below 98%
MPS	**4,123**	**4,087**	**-36**	**99.1%**	**3,812**	**+275**	Network

- Five schools exceeded their full 2026–27 target: MSA-5, MSA-6, MSA-8, MSA-SD, and MSA-SA.
- MSA-1 and MSA-7 finished above the 98% site-health threshold, bringing the total to seven of eleven schools at or above 98%.
- Four schools remained below 98% of target: MSA-2, MSA-3, MSA-4, and MSA-OC Anaheim.
- Grade 8-to-9 persistence remains a structural priority. The September target for Grade 9 was 404; Census membership was 319.

3. After-Action Review: Three Priorities that Shaped the Cycle

To focus on 2026–27 enrollment-cycle outcomes, MPS aligned the work around three interconnected priorities: reduce student attrition, increase student recruitment efforts, and implement a cadence of accountability. The intent is to preserve and strengthen these practices while addressing the remaining school- and grade-level gaps.

A. Reducing Student Attrition

Helping school leaders understand the role of student retention/persistence in meeting enrollment targets required a shared understanding that recruitment alone cannot close gaps when attrition is high.

- MSA-1 reduced combined in-year attrition and summer melt from 26.16% in 2024–25 to 14.77% in 2025–26.
- MSA-SA increased persistence from 93.20% in 2024–25 to 98.15% in 2025–26.
- Developed early-warning practices using attendance, engagement, academic trends, and family concerns.
- Launched persistence campaigns focused on transition grades, particularly Grade 8-to-9, and reinforced a culture of continuity.
- Reactivated the exit-interview system and used results during the SRE Retreat to identify common attrition drivers.
- Strengthened school climate, belonging, communication, and transparency as persistence levers.

B. Increasing Student Recruitment Efforts

The goal was to increase new-student enrollment through proactive outreach, community engagement, stronger partnerships, and more targeted use of recruitment resources.

- Launched network-wide recruitment messaging highlighting MPS mission, student success, and college-readiness outcomes.
- Empowered Family Success Coordinators to dedicate time to proactive outreach, canvassing, tabling, tours, and family follow-up.
- Expanded community partnerships and outreach, including opportunities during the 2026 World Cup period in the Los Angeles region.
- Grounded decisions in data and return on effort for outreach events and partnerships.
- Leveraged the Community Schools framework, feeder relationships, and local organizations to drive referrals.
- Used enrollment trends and milestone data to adjust recruitment priorities during the cycle.

C. Implementing a Cadence of Accountability

The most important operating shift was a stronger network-wide understanding that enrollment is a shared responsibility and that targets require regular monitoring, course correction, and clear ownership.

- Developed tiered, triangulated enrollment targets and pressure-tested assumptions with Finance and the CEO.
- Engaged school leaders directly in target setting so they understand registration needs, budget drivers, and grade-level gaps.
- Used school scoreboards, SRE dashboards, huddles, and Home Office reviews to monitor progress and barriers.
- Increased attention to net movement—new students added, withdrawals, no-shows, and backfill—not just gross applications.
- Established a stronger culture of collective accountability and rapid course correction.

4. What We Learned and What Changes for 2027–28

Lesson	2027–28 Response
Persistence must be managed as enrollment	Continue early-warning, exit-reason, family-satisfaction, and transition-grade work; protect the existing base before asking recruitment to replace avoidable losses.
Network totals can hide school and grade risk	Set and monitor school- and grade-level targets; intervene where demand, persistence, or conversion is below trajectory.
Grade 8-to-9 needs a dedicated strategy	Start earlier with family commitment conversations, high-school showcases, value-proposition messaging, and continuation tracking.
Activities must connect to outcomes	Measure lead → application → offer → acceptance → registration → enrollment → persistence, and track return on recruitment activities.
Targets need triangulation	Use cohort persistence, expected attrition, current demand, historical conversion, capacity, staffing/class-size needs, and financial sustainability.
Accountability must be year-round	Maintain the SRE dashboard, school scoreboards, regular principal/FSC reviews, Home Office support, and executive monitoring beyond Census Day.

5. 2027–28 Enrollment Season: Launch, Targets, and Campaigns

The 2027–28 enrollment cycle is underway. As of November 6, MPS has 655 active submissions in the enrollment funnel compared with 436 at the same point last year—219 more submissions, or approximately 50% higher early funnel volume. This is an encouraging lead indicator; the focus now is converting interest into registered students who arrive and persist.

655	436	+219	+50%
Active Submissions	Same Point Last Year	Increase	Early Funnel Growth

2027–28 Target-Setting Framework

- Current enrollment and verified grade-level cohort progression.
- Historical persistence/retention and expected attrition by school and grade.
- Current SchoolMint demand, historical recruitment yield, and conversion performance.
- Facility, charter, and room capacity; open seats by grade.
- Minimum viable cohort/class size, staffing configuration, and program needs.
- Financial sustainability and alignment with the 2027–28 budget-development cycle.

Campaigns and Enrollment Activities Continuing

- Network and school-specific digital/social campaigns and value-proposition messaging.
- FSC-led family outreach, canvassing, tabling, tours, and application assistance.
- Current-family referral and ambassador strategies.
- Community Schools partnerships, feeder-school relationships, and local organization outreach.
- Grade-specific recruitment based on actual seats and demand—not broad activity alone.
- Applicant nurture and conversion touchpoints from application through registration and first-day attendance.

- Grade 8-to-9 persistence and recruitment strategies for secondary schools.

6. Enrollment Calendar, Accountability, and Next Steps

Window	Stage	Primary Focus
Now–Nov. 20	Open Enrollment	Drive applications in priority grades; monitor demand by school and grade; close incomplete submissions.
Late Nov.–Jan.	Offer, Convert & Nurture	Manage offers, acceptance, registration, tours, and personal follow-up; measure conversion.
Feb. 2027	Protect the Base	Intent-to-return, family appreciation, sibling leads, Grade 8-to-9 continuation, early attrition risk.
Mar.–May	Recruit & Close Gaps	Redirect recruitment to remaining school/grade needs; monitor pipeline yield and persistence.
May–July	Registration & Summer Persistence	Complete records, orientations, family nurture, and no-show prevention.
Aug.–Census 2027	Confirm & Persist	First-day verification, no-show reconciliation, backfill, withdrawal intervention, Census stabilization.

Immediate Next Steps

- Finalize and validate 2027–28 school- and grade-level targets with principals, SRE, Finance, and executive leadership.
- After November 20, reconcile application demand against available seats and identify underfilled and oversubscribed grades.
- Establish conversion benchmarks and monitor movement from application through enrollment and persistence.
- Create school-specific Grade 8-to-9 continuation plans.
- Continue 2026–27 backfill toward the 4,123 enrollment target where seats remain available.
- Use the SRE dashboard and regular school/Home Office reviews to track progress, barriers, campaign effectiveness, and data integrity.

Budget Implications

Following Census Day, Finance updated its enrollment assumptions to reflect actual enrollment and anticipated in-year melt. The **First Interim assumes enrollment of 4,045 students**, compared with the official Census Day count of **4,087**, reflecting approximately 1% anticipated enrollment melt during the remainder of the year.

This financial planning adjustment does not replace the **4,123 SRE enrollment target** used to evaluate performance for the 2026–27 enrollment cycle. MPS will continue current-year backfill and persistence efforts while Finance and SRE align 2027–28 enrollment targets, anticipated melt, staffing, and budget assumptions earlier in the planning process.

Closing Perspective

The 2026–27 cycle demonstrates meaningful progress in both enrollment outcomes and the systems supporting the work. MPS will continue refining the infrastructure, focusing on grade-level trends and school-level target attainment rather than network totals alone. We remain grateful to the families who entrust their children's academic and personal development to Magnolia and will continue using this iterative process to strengthen persistence, recruitment, conversion, and the overall family experience.

Enrollment Update

MPS Board Meeting
November 12, 2026

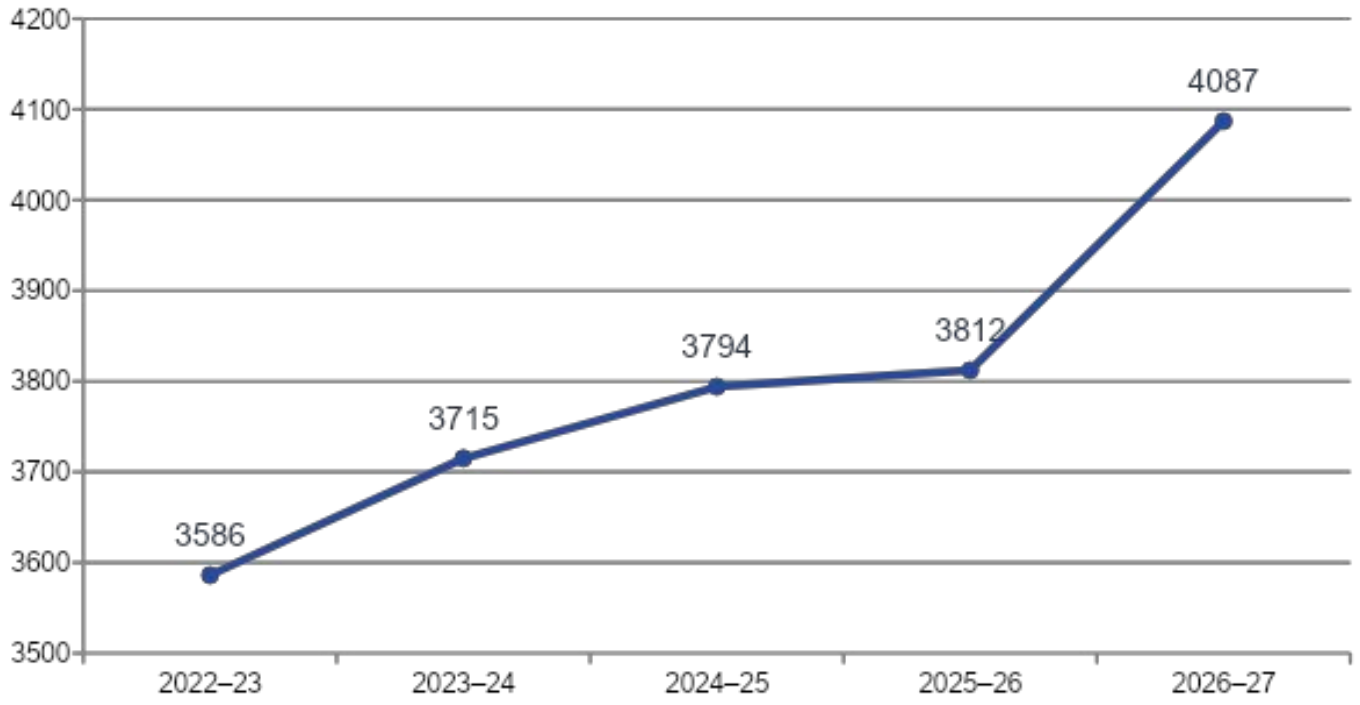
MAGNOLIA PUBLIC SCHOOLS

Powered by BoardOnTrack

2026–27 Census Result: Strong Growth, Near-Target Finish

4,087	4,123	99.1%	(36)	+275	+7.2%
Official Census	Enrollment Target	Target Attainment	Gap to Target	YoY Growth	YoY Growth Rate

Five-year Census enrollment trend



What the result means

- MPS added 275 students over the prior-year Census of 3,812.
- Five schools exceeded their full 2026–27 enrollment target.
- Seven of eleven schools finished at or above 98% of target.
- The remaining gap is concentrated by school and grade—not a network-wide demand issue.
- Current-year backfill continues toward the 4,123 target where seats remain available.

Board takeaway **Meaningful progress, with school- and grade-level work still ahead.**

School-Level Target Performance

Five schools exceeded target; MSA-1 and MSA-7 finished at or above the 98% site-health threshold.

School	Target	Census	Variance	Attainment	Prior Census	YoY	Status
MSA-1	715	707	-8	98.9%	678	+29	**≥98%**
MSA-2	431	419	-12	97.2%	448	-29	**Below 98%**
MSA-3	340	322	-18	94.7%	395	-73	**Below 98%**
MSA-4	120	105	-15	87.5%	123	-18	**Below 98%**
MSA-5	453	476	+23	105.1%	194	+282	**Met / Exceeded**
MSA-6	137	142	+5	103.6%	157	-15	**Met / Exceeded**
MSA-7	294	289	-5	98.3%	276	+13	**≥98%**
MSA-8	373	377	+4	101.1%	395	-18	**Met / Exceeded**
MSA-SD	490	491	+1	100.2%	481	+10	**Met / Exceeded**
MSA-SA	630	634	+4	100.6%	586	+48	**Met / Exceeded**
MSA-OC	140	125	-15	89.3%	79	+46	**Below 98%**
MPS	**4,123**	**4,087**	**−36**	**99.1%**	**3,812**	**+275**	**Network**

Priority for 2027–28: manage enrollment at the network → school → grade → cohort levels, with a dedicated Grade 8-to-9 strategy.

After-Action Review: Three Priorities to Continue

Brenda's 2026–27 framework remains the foundation: reduce attrition, increase recruitment, and sustain a cadence of accountability.

1 Reduce Student Attrition

- Early-warning protocols for students/families at risk of leaving.
- Persistence campaigns in transition grades; Grade 8→9 remains a priority.
- Exit interviews used to identify common attrition drivers.
- Strengthen climate, belonging, communication, and family transparency.

2 Increase Recruitment

- Network-wide mission, student-success, and college-readiness messaging.
- FSC-led outreach: canvassing, tabling, tours, and family follow-up.
- Community Schools, feeder, and local-organization partnerships.
- Measure event/partner return on effort and target actual open grades.

3 Cadence of Accountability

- Triangulated targets pressure-tested with school leaders, Finance, and CEO.
- SRE dashboard, school scoreboards, huddles, and Home Office reviews.
- Track net movement: adds, withdrawals, no-shows, and backfill.
- Standardize procedures and hold site leaders accountable for growth, persistence, and data integrity.

MSA-1 attrition + summer melt
26.16% → 14.77%

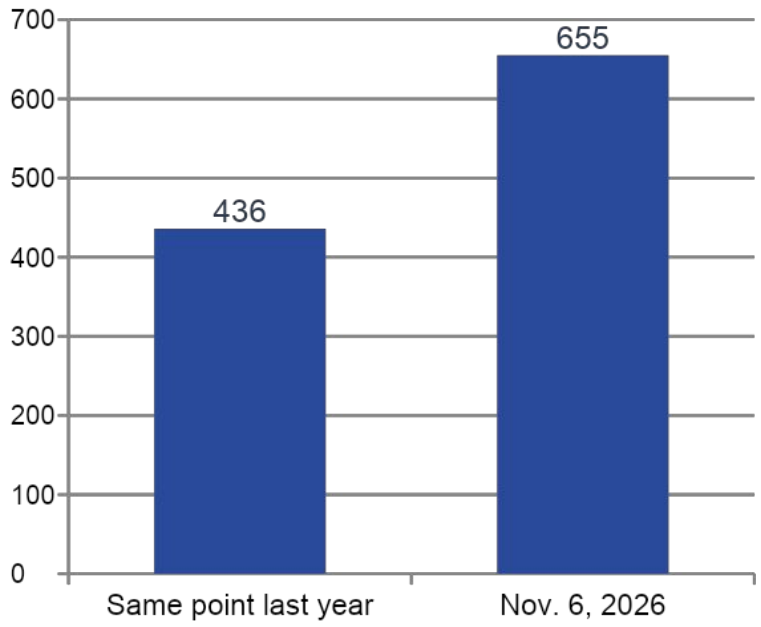
MSA-SA persistence
93.20% → 98.15%

2027–28 focus: Grade 8→9 continuation + conversion through the full funnel.

2027–28 Enrollment Season Is Underway

Early funnel volume is stronger; the work now is to convert interest into registered students who arrive and persist.

Early funnel comparison



+219
Increase

+50%
Early Funnel Growth

Target-setting framework

Cohort persistence	Verified retention + expected attrition
Demand & conversion	SchoolMint pipeline + historical yield
Capacity	Charter/facility/room seats by grade
Viability	Class size, staffing, program needs
Financial alignment	Coordinate targets with budget planning

Campaigns continuing

- Digital/social and school-specific value proposition
- FSC outreach, tours, tabling, canvassing, application help
- Family referral and ambassador strategies
- Community Schools, feeder, and local partnerships
- Grade-specific recruitment tied to actual open seats
- Applicant nurture through registration and first-day attendance

Next milestone: Open enrollment closes Nov. 20

MAGNOLIA PUBLIC SCHOOLS

Plan of Action: From Open Enrollment to Census 2027

Maintain year-round accountability: protect the existing base, convert the pipeline, and target actual school/grade needs.

Now–Nov. 20	**Open Enrollment**	Drive applications; close incomplete submissions; monitor demand by grade.
Late Nov.–Jan.	**Convert & Nurture**	Offers, acceptance, registration, tours, and personal follow-up.
Feb. 2027	**Protect the Base**	Intent-to-return, sibling leads, Grade 8→9 continuation, early attrition risk.
Mar.–May	**Close Gaps**	Redirect recruitment toward remaining school/grade needs.
May–July	**Summer Persistence**	Registration completion, orientation, family nurture, no-show prevention.
Aug.–Census	**Confirm & Persist**	FDOS verification, backfill, withdrawal intervention, Census stabilization.

Immediate management actions

- Finalize school- and grade-level 2027–28 targets with principals, SRE, Finance, and executive leadership.
- After Nov. 20, reconcile demand against seats and identify underfilled / oversubscribed grades.
- Establish conversion benchmarks across the full enrollment funnel.
- Create school-specific Grade 8→9 continuation plans.
- Continue 2026–27 backfill toward 4,123 where seats remain available.
- Use the SRE dashboard and school/Home Office reviews to track progress, barriers, campaign effectiveness, and data integrity.

Budget impact	**Finance adjusted First Interim assumptions after Census to reflect realities and mitigate impact; 4,123 remains the SRE performance target.**

Coversheet

Approval of Updated English Learner Master Plan

Section: IV. Consent Items
Item: A. Approval of Updated English Learner Master Plan
Purpose: Vote
Submitted by:
Related Material: IV.A. Approval of Updated MPS EL Master Plan.pdf

Agenda Item:	IV.A. Consent Item
Date:	November 19, 2026
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("**MPS**") Board of Directors (the "**Board**")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Katie Mann, Director of EL and ELA Programs
RE:	Approval of Updated English Learner Master Plan

Action Proposed:

Staff recommends and moves that the Board approve the updated Magnolia Public Schools English Learner Master Plan, revised to reflect the reclassification requirements established by Assembly Bill 2555.

Purpose:

To align the MPS English Learner Master Plan with updated California law under AB 2555 and provide updated guidance to schools for reclassifying students who have demonstrated English language proficiency.

Background:

The Board approved the current EL Master Plan in November 2025. At that time, reclassification required students to meet four criteria: English language proficiency assessment (ELPAC) results, a comparison of basic skills, teacher evaluation, and parent consultation.

AB 2555, signed into law on September 27, 2026, took effect immediately and changed reclassification eligibility to depend solely on students' qualifying English language proficiency assessment (ELPAC) results. Per CDE guidance, staff has already completed the reclassifications of 20 eligible students across MPS. The proposed revisions to the EL Master Plan address these immediate changes for the 2026–27 school year and codify them into our org-wide policies.

Analysis:

The updated plan includes the following changes:

- **Revised reclassification criteria:** Students qualify for Reclassified Fluent English Proficient (RFEP) status by earning an overall performance level of 4 on the Summative ELPAC or 3 on the Summative Alternate ELPAC.
- **Removal of additional eligibility requirements:** The previous reclassification table requiring qualifying MAP, SBAC, CAA, or benchmark results; specified classroom grades; and documented parent consultation has been removed. Parent consultation is no longer an eligibility condition.
- **Updated assessment language:** Related sections clarify that a qualifying ELPAC score establishes eligibility for reclassification rather than serving as one component of a broader evaluation.
- **Timely processing:** The revised reclassification section establishes an expectation that schools process reclassification within 30 calendar days after receiving qualifying scores. It is anticipated that this process will become automatic through CALPADS during the 2027-2028 school year.
- **Aligned ELD guidance:** References to students scoring at ELPAC Level 4 have been removed from the description of ELD course placement.

Impact:
The revisions establish consistent reclassification expectations across MPS and allow students who have demonstrated English proficiency to receive RFEP status without additional academic eligibility requirements. School teams will coordinate student record updates, family communication, and instructional placement as appropriate.

Budget Implications:
None.

Exhibits:
Magnolia Public Schools English Learner 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 (6) 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
The Understanding Language District Engagement Subcommittee at Stanford University	*2012*	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.* 2. *Instruction leverages ELs' home language(s), cultural assets, and prior knowledge.* 3. *Standards-aligned instruction for ELs is rigorous, grade-level appropriate, and provides deliberate and appropriate scaffolds.* 4. *Instruction moves ELs forward by taking into account their English proficiency levels and prior schooling experiences.* 5. *Instruction fosters ELs' autonomy by equipping them with the strategies necessary to comprehend and use language in a variety of academic settings.* 6. *Diagnostic tools and formative assessment practices are employed to measure students' content knowledge, academic language competence, and participation in disciplinary practices.*

Research to Guide English Language Development Instruction by Saunders & Goldenberg	*2010*	1. *Providing ELD instruction is better than not providing it.* 2. *ELD instruction should include interactive activities, but they must be carefully planned and carried out.* 3. *A separate block of time should be devoted daily to ELD instruction.* 4. *ELD instruction should emphasize listening and speaking although it can incorporate reading and writing.* 5. *ELD instruction should explicitly teach elements of English (for example, vocabulary, syntax, grammar, functions, and conventions).* 6. *ELD instruction should integrate meaning and communication to support explicit teaching of language.* 7. *ELD instruction should provide students with corrective feedback and form.* 8. *Use of English should be maximized during ELD instruction; the primary language should be used strategically.* 9. *Teachers should attend to communication and language learning strategies and incorporate them into ELD instruction.* 10. *ELD instruction should emphasize academic language as well as conversational language.* 11. *ELD instruction should continue until students reach Level 5.*
Reparable Harm: Fulfilling the Unkept Promise of Educational Opportunity for California's Long-Term English Learners (LTELs)	*2010*	*Basic design principles for providing LTELs with equitable access to the core curriculum and improving proficiency outcomes:* ● *An LTEL program must emphasize urgency, acceleration, and focus.* ● *School must address the distinct needs of LTELs.* ● *LTELs need both language development and literacy development.* ● *Language development and academic gaps must be addressed across the curriculum.* ● *An LTEL program should support home language development.* ● *LTELs need a rigorous curriculum.*

		● *LTELs need invitation, support, and insistence that they become active participants in their own education.* ● *An LTEL program should recognize the importance of positive relationships between the students and school staff.* ● *An LTEL program should encourage full integration with other students and with the school.*

MPS follows all federal and state laws in providing equal educational opportunities for ELs. MPS implements a consortium-wide English Learner Plan that outlines the following components of a strong program:

A. Identification of English Learners
B. Assessment of English Learners
C. Parent/Guardian 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/guardians 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 (4) 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 California 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/guardian rights regarding the HLS are as follows:

- The parent/guardian 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. The parent/guardian 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 thirty (30) calendar days of the beginning of the school year, or within two (2) 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 thirty (30) calendar days of the student's initial enrollment.

Parents will be notified again of the student's official test results, within thirty (30) calendar days following the MPS's receipt of the results. 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 the student 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.

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 Reclassified. 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 Reclassified. 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 (Plan) will be assessed using the accommodations or modifications, for the current ELP exam as specified in their IEP or Plan.

When a student's IEP or Section 504 plan specifies that the student has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the student shall be assessed in the remaining domains in which it is possible to assess the student.

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 (1) domain for both the Oral and Written Language composites of the ELPAC.

In accordance with state law, Magnolia Public Schools use the Summative ELPAC Overall Performance Level (PL4) as the sole criterion for reclassification decisions. For EL students with the most significant cognitive disabilities, Magnolia Public Schools use the Summative Alternative ELPAC Overall PL3 to meet the sole criterion for reclassification. To qualify for reclassification, an EL student with a disability must achieve either a Summative ELPAC Overall PL4 or a Summative Alternative ELPAC Overall PL3.

To oversee test administration, the Executive Director or designee shall annually designate a Charter School ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR §§ 11518.40-11518.45.

C. Parent Notification

Parents/guardians of students who are administered the initial and annual ELPAC will receive notification of the following, within thirty (30) calendar days following the MPS's receipt of the results. This Notice must also include:

(a) The reasons for the identification of their child as an EL and in need of placement in a language instruction educational program.

(b) The child's level of English proficiency, how such level was assessed, and the status of the child's academic achievement.

(c) The methods of instruction used in the program in which their child is, or will be, participating and the methods of instruction used in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction.

(d) How the program in which their child is, or will be, participating will meet the educational strengths and needs of their child.

(e) How the program will specifically help their child learn English and meet age-appropriate academic achievement standards for grade promotion and graduation.

(f) The specific exit requirements for the program.

(g) In the case of a child with a disability, how the program meets the objectives of the individualized education program of the child.

(h) Information pertaining to parental rights that includes written guidance on the following:

i. Detailing the right that parents have to have their child immediately removed from such program upon their request.

ii. Detailing the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available.

Assisting parents in selecting among various programs and methods of instruction, if more than one program or method is offered by the eligible entity.

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/guardian 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 Director of EL Programs.

Prior to English proficiency testing, parents/guardians will also be informed of when their child will be tested and how the test will be used to determine placement and reclassification.

Parents/guardians 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/guardians 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 (1) academic year only, and must be resubmitted to administration annually. Parents/guardians may not waive out of the annual summative ELPAC exam, as it is a state requirement for all students who are identified as English learner

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.

Eligible Students	***Program Description***
All ELD Levels (1-3)	● Elementary EL students receive a minimum of 30 minutes of designated ELD instruction in a protected block of time during the school day. ● 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. ● Teacher differentiates language instruction based on ELD levels. ● 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. ● Primary curriculum used is the designated ELD component of McGraw Hill's *Wonders*, used in conjunction with supplemental programs such as English 3D, Write Brain Books, Duolingo and BrainPOP ESL.
Flexible program option: Supplemental ELD during Silent Sustained Reading period	
All ELD Levels (1-3)	● 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. **This supplemental class does not replace the 30-minute minimum required for all levels.**

Secondary Designated ELD: Depending on the EL student's ELD level, the student will be placed in either a designated ELD class, or will receive designated ELD in the student's 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).

Middle School - Grades 6-8	
Eligible Students	***Program Description***
ELD Levels 1-2 *ELs with "minimally" or "somewhat developed" proficiency in English*	● EL students who are ELD Levels 1-2 receive one period of designated ELD. ● 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. ● 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. ● 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. ● Teacher differentiates language instruction based on ELD levels and proficiency descriptors. ● Primary curriculum used is the designated ELD component of McGraw Hill's StudySync ELA, used in conjunction with supplemental programs such as English 3D, Duolingo, No Red Ink, and Inside.
ELD Level 3 *ELs with "moderately" or "well developed" proficiency in English*	● EL students who are ELD Level 3 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. ● Depending on the school's EL population and resources, EL students who are ELD Level 3 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. ● 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.

	● Teacher differentiates language instruction based on ELD levels and proficiency descriptors. ● 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. ● Primary curriculum used is the designated ELD 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.

High School - Grades 9-12	
Eligible Students	***Program Description***
ELD Levels 1-2 *ELs with "minimally" or "somewhat developed" proficiency in English*	● 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. ● 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. ● This setting is designed to ensure that ELs receive appropriate support to build their proficiency and also meet grade level standards across all content areas. ● Teacher differentiates language instruction based on ELD levels. ● Primary curriculum used is the designated ELD component of McGraw Hill's StudySync ELA, used in conjunction with supplemental programs such as English 3D, Duolingo, No Red Ink, and Edge.

ELD Level 3 *ELs with "moderately" or "well developed" proficiency in English*	• EL students who are ELD Level 3 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. • Depending on the school's EL population and resources, EL students who are ELD Level 3 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. • 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. • Teacher differentiates language instruction based on ELD levels. • 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. • Primary curriculum used is the designated ELD component of McGraw Hill's StudySync ELA curriculum, used in conjunction with supplemental programs such as English 3D, Duolingo, No Red Ink, and Edge.

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 high-quality, effective 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 to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Please see below for more detailed information

regarding qualifications and professional development.

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.

D. Remote Learning Supports for English Learners

In situations where Remote Learning is required to provide instruction to students when in-person instruction is disrupted due to a qualifying emergency or a natural disaster pursuant to California Education Code 41422 and 43692(a), and it materially reduces the Charter School's average daily attendance (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 remote 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 Remote 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 Remote Learning, as needed.

E. 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 (3) full academic years. At MPS, newcomers are identified upon enrollment in our SIS, and are carefully monitored by school leaders, coordinators, and teachers. Depending on the student's English language proficiency, the student may be placed in a designated ELD class, where the student will have

an opportunity to build on foundational English language skills, as well as practice vocabulary and key concepts learned in the student's 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, and No Red Ink. 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 their new environment, immediate response by school staff to bullying or discrimination, informal support activities that provide newcomer students with opportunities to speak informally in their 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 whom 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 (6) years or more; and
(3) has remained at the same English language proficiency level for two (2) 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 identify them with the SIS. They will review student data and determine what may have prevented the student from reclassifying. 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 Level 3; 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. The data will be reviewed, and the student will work with the coordinator to create a plan of action and next steps, 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 school leaders every semester to determine whether or not adjustments need to be made and to ensure that both groups are making adequate progress.

F. Monitoring English Learner Progress

English Learners at MPS schools are monitored through ELD portfolios, which the on-site EL Coordinator maintains. 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/Guardian 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:

Bi-weekly	***Monthly***	***Semesterly***
● Core teachers review current class grades and notify parents of ELs if their child is failing.	● School staff reviews and discusses relevant student data (during staff meetings, department meetings, etc.), including progress monitoring for RFEP students.	● Portfolio maintenance: Relevant scores, assessments, and work samples are collected and updated in each EL student's ELD portfolio.

G. Dually-Identified Students:

In addition to the progress monitoring discussed above, students who are dually-identified as both EL and have an IEP 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 who are EL or have an IEP 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 students' IEP goals addressing their specific areas of need based on their eligibility. Our special education (SpEd), ELA, and ELD team of instructors will monitor each students' progress toward IEP and ELD goal achievement and academic progress. Parents/guardians will be informed of this progress at least every six (6) 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.

H. Reclassification of English Learners

English language proficiency, as demonstrated through the student's overall score on the Summative ELPAC or Summative Alternate ELPAC, is the sole criterion for the reclassification of English learner (EL) students as fluent English proficient.

The Summative ELPAC, or Summative Alternate ELPAC, is the required state assessment for English language proficiency administered to students whose primary language is a language other than English. EL students who do not have either a Summative ELPAC or Summative Alternate ELPAC score are not eligible to be reclassified as fluent English proficient.

The Summative ELPAC Overall Performance Level (PL) 4 was approved by the State Board of Education (SBE) as the statewide standardized ELP criterion for the Summative ELPAC. LEAs shall use ELPAC Overall PL 4 to determine whether a student assessed with the Summative ELPAC has met that criterion. Students who score at Summative ELPAC Overall PL 4 must be reclassified as fluent English proficient (RFEP) within 30 calendar days after scores are received. Students who score at Summative ELPAC Overall PL 3 or lower are not eligible for reclassification

The Summative Alternate ELPAC is the state test for ELP for qualifying students with the most significant cognitive disabilities. LEAs shall use Summative Alternate ELPAC Overall PL 3 as the Alternate ELP criterion. EL students who take the Summative Alternate ELPAC and earn an overall PL 3 must be reclassified as fluent English proficient (RFEP) within 30 calendar days after scores are received. Students who score at Summative Alternate ELPAC Overall PL 2 or lower are not eligible for reclassification.

Reclassified students are monitored for a period of four (4) 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 Director of EL Programs 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.

H. Screening for the Risk of Reading Difficulties

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 (3) of the sentences, verbatim, they can proceed to screening. If a screening instrument is not available in at least one (1) 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.

I. 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:

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 Director of EL Programs.

MPS teachers will:

- Consistently implement with fidelity the ELD program and curriculum as outlined in the English Learner 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 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 (4) 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 each ELs' progress .
- Communicate on a regular basis with the MPS Director of EL Programs and implement all updates and compliance requests in a timely manner.
- Participate in monthly meetings with school leadership regarding ELs' needs (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 facilitating team meetings as well as coordinating 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/guardian 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 MPS. 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. Annual 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.
- 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 (1) ELD training (this may be done off or on site [for example, attend a workshop offered by a trained staff member, the county office, or hire a consultant to present to the staff on site]).
- The MPS Director of EL Programs 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 Director of EL Programs.
- The MPS Director of EL Programs will host two (2) (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 Director of EL Programs and MPS Student Services director will provide resources to help teachers and school leaders support dually-identified students.

J. Outreach

The Principal or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Principal or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

The Charter School shall implement an effective means of outreach to parents of ELs to inform the

parents regarding how the parents can be involved in the education of their children and be active participants in assisting their children with the following:

- Attaining English proficiency;
- Achieving at high levels within a well-rounded education; and
- Meeting the challenging state academic standards expected of all students.

Implementing an effective means of outreach to parents shall include holding, and sending notice of opportunities for, regular meetings for the purpose of formulating and responding to recommendations from EL parents.

K. English Learner Advisory Committee

At MPS, all schools meeting the English Learner Advisory Committee (ELAC) requirements will hold its regular meetings approximately once every other month, with the intent to meet at least four (4) times annually. ELAC requirements are as follows:

Any school site with 21 or more English Learners must have a functioning ELAC that meets the following requirements:

- The parents/guardians of English learners shall elect the parent/guardian members of the committee (or subcommittee, if appropriate). Parents of ELs must comprise at least the same percentage of the ELAC membership as ELs constitute of the School's total student population. For example, if 25 percent of the students in the school are ELs, then parents/guardians of ELs must comprise at least 25 percent of the ELAC membership. .
- The ELAC will be responsible for carrying out the following duties in accordance with the ELAC's Bylaws:
    - LCAP: Advise and make written recommendations to the Parent Advisory Committee (PAC) on the development of the Local Control and Accountability Plan (LCAP), and submit the plan to the PAC for consideration of inclusion in the LCAP, especially those sections related to English Learners (ELs).
    - EL Programs: Advise and assist the Principal and staff on the School's program for ELs, including implementation and evaluation of the program objectives and activities.
    - EL Master Plan/Compliance: Advise the MPS Home Office and the governing board on the development of the MPS-wide EL Master plan for programs and services for ELs; review and discuss the ELPAC and comment on the MPS reclassification procedures and the written notifications required to be sent to parents and guardians; assist in the development of a plan to ensure compliance with any applicable teacher and/or teacher aide requirements.
    - Needs Assessment/Language Census/Attendance: Assist in the development of School's needs assessment, language census, and ways to make parents aware of the importance of regular school attendance.
    - Budget: Advise the PAC, the Principal, and the governing board on budget allocation for services provided for ELs.
    - Parent Training: Assist in planning and implementation of parent training to support the Committee's focus to actively involve and support parents of ELs.
    - EL-PAC: Serve as the English Learner Parent Advisory Committee (EL-PAC), if applicable, and provide advice to the PAC, the Principal, and the governing board regarding the LCAP development and evaluation.
    - Bylaws: Advise and assist in the revision of the bylaws.

The ELAC shall be composed of no less than five (5) members as follows:

- The school principal shall be an ex officio member of the ELAC. (Principal may designate another administrator or staff member as his or her designee.)
- One (1) school staff member
- Three (3) Parents/Guardians

  The ELAC may also include community members and student representatives from grades six and up.

Failure to fill all membership categories will not prevent the ELAC (or ELAC serving as the EL-PAC) from operating, provided that the required percentage of parents/guardians of English Learners is maintained.

Sample calendar for ELAC Meetings:

September/October	***November/December***	***January/February***	***March/April***
-Elect members -Review ELAC's duties -Provide training and materials -Review most recent ELPAC and reclassification data -Review EL program and reclassification criteria -EL Master Plan/Compliance (see above)	- EL Programs: Advise and assist the Principal and staff on the School's program for ELs, including implementation and evaluation of the program objectives and activities. -Advise principal and staff/PAC on recommendations for LCAP -Review the importance of regular school attendance	-Language Census review -Discuss and review progress monitoring for Els - Budget: Advise the PAC, the Principal, and the governing board on budget allocation for services provided for ELs. -Parent Training: Assist in planning and implementation of parent training	-Conduct a school needs assessment -Revisit recommendations for upcoming AY's LCAP -Bylaws: Advise and assist in the revision of the bylaws

L. English Language Development Program Evaluation

To evaluate the effectiveness of the MPS's educational program for English learners, the Executive Director or designee shall report to the Board, at least annually regarding:

1. A description of the programs and activities conducted with Title III funds, including how such programs and activities supplemented programs funded primarily with state or local funds;
2. The number and percentage of EL students making progress toward attaining English language proficiency, including EL students with a disability;
3. Progress of English learners towards proficiency in English based on the SBE-approved ELPAC overall score of 4;
4. The number and percentage of English learners reclassified each year;
5. The number and percentage of students reclassified to fluent English proficient ("RFEP") that are meeting state grade-level content standards during each of the four years after reclassification, including EL students with a disability;

6. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1 and their date of first enrollment at the Charter School ;
7. The achievement of English learners on standards-based tests in core curricular areas;
8. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR § 11309;
9. Progress toward any other goals for English learners identified in the Charter School's LCAP;
10. A comparison of current data with data from at least the previous year in regard to items #1-9 above;
11. A comparison of data between the different language acquisition programs offered by the Charter School; and
12. Develop the next steps for program improvement based upon an analysis of the findings from items #1-11 above. The Executive Director or designee also shall provide the Board with regular reports from any Charter School or schoolwide English learner advisory committees. The MPS Director of EL Programs 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.

M. Documentation and Translation of Documents

MPS will maintain documentation of all assessments and evaluations, as well as all decisions and participants in those decisions in the student's permanent record.

MPS will translate certain records for those parents or guardians who speak a language group other than English representing fifteen (15) percent or more of the students enrolled in MPS, as determined from the CALPADS data for the preceding year. Specifically, MPS will provide all notices, reports, statements, or records sent to such parents or guardians in the primary language, in addition to being written in English, and parents or guardians may respond to MPS either in English or the primary language.

N. Annual Notice

The annual notice of parent and guardian rights and responsibilities shall also notify parents of the language acquisition and language programs available in the Charter School. The annual notice must be distributed as required by *EC* sections 48980 and 48981. Parents of all students enrolling after the beginning of the academic school year shall be provided the notice of rights and responsibilities described above upon enrollment. The annual notice of parent and guardian rights and responsibilities shall include all of the following:

a. A description of any language acquisition programs provided, including Structured English Immersion;

b. Identification of any language to be taught in addition to English, when the program model includes instruction in another language;

c. The information set forth in section 5 *CCR* Section 11309[c]:

    i. Be designed using evidence-based research and include both Designated and Integrated ELD;

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ii. Be allocated sufficient resources by the Charter School to be effectively implemented, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent and community engagement to support the proposed program goals; and

iii. Within a reasonable period of time, lead to:

1. Grade-level proficiency in English, and, when the program model includes instruction in another language, proficiency in that other language; and

2. Achievement of the state-adopted academic content standards in English, and, when the program model includes instruction in another language, achievement of the state-adopted academic content standards in that other language.

d. The process to request establishment of a language acquisition program.

If the Charter School offers language programs, the notice shall specify the language(s) to be taught, and may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

Presented to the MPS Board for review and approval on November 19, 2026

The MPS EL Master Plan will be maintained in Google Drive and may be modified throughout the year. The MPS Director of EL Programs will inform schools if any changes are made. If major program changes are made, the plan will be re-submitted to the MPS Board for review.

Coversheet

Approval of Revised 2026-27 School Calendar for Magnolia Science Academy-5

Section: IV. Consent Items
Item: B. Approval of Revised 2026-27 School Calendar for Magnolia Science Academy-5
Purpose: Vote
Submitted by:
Related Material:
IV.B. Approval of Revised 2026-27 School Calendar for Magnolia Science Academy-5.pdf

Agenda Item:	IV.B. Consent Item
Date:	November 19, 2026
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("**MPS**") Board of Directors (the "**Board**")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	David Yilmaz, Chief Accountability Officer
RE:	Approval of Revised 2026-27 School Calendar for MSA-5

Action Proposed:

Staff recommends that the Board approve the Revised 2026-27 School Calendar for Magnolia Science Academy-5 (MSA-5).

Purpose:

To approve a revised 2026–27 school calendar for MSA-5 that reflects the adjusted pupil-free PD days and school ending date while continuing to meet California instructional day and instructional minute requirements.

Background:

The Board previously approved the 2026–27 academic calendars for all MPS schools, including MSA-5. Since that time, the anticipated completion date of MSA-5's new school facility has changed, necessitating an adjustment to the school calendar. Accordingly, staff is recommending a revised calendar for MSA-5's first year at the new facility to ensure sufficient time for the school to complete its transition and safely and effectively welcome students.

MAGNOLIA PUBLIC SCHOOLS

2026-27 MPS ACADEMIC C

	Pink: Holidays & Breaks	LA	LA	LA
	Green: Important Dates	**MSA-1-4,6-8**	**MSA-5**	**MSA-5**
JUL	Independence Day	7/3 (Fri)	7/3 (Fri)	7/3 (Fri)
AUG	**First Day of Instruction**	**8/11 (Tue)**	**8/25 (Tue)**	**8/25 (Tue)**
SEP	Labor Day	9/7 (Mon)	9/7 (Mon)	9/7 (Mon)
OCT	Staff P.D. Day (Pupil Free Day)	10/9 (Fri)	10/9 (Fri)	10/9, 11/12, 11/13 (PD)
NOV	Veterans Day	11/11 (Wed)	11/11 (Wed)	11/11 (Wed)
NOV	Thanksgiving Break	11/23-11/27	11/23-11/27	11/23-11/27
DEC	**Last Day of First Semester**	**12/18 (Fri)**	**12/18 (Fri)**	**12/18 (Fri)**
DEC	Winter Break	12/21-1/8	12/21-1/8	12/21-1/8
JAN	Staff P.D. Day (Pupil Free Day)	1/11 (Mon)	1/11 (Mon)	-
JAN	**First Day of Second Semester**	**1/12 (Tue)**	**1/12 (Tue)**	**1/11 (Mon)**
JAN	M. L. King Day	1/18 (Mon)	1/18 (Mon)	1/18 (Mon)
FEB	Presidents' Day	2/15 (Mon)	2/15 (Mon)	2/15 (Mon)
MAR	Staff P.D. Day (Pupil Free Day)	3/12 (Fri)	-	-
MAR	Farmworkers Day	3/31 (Wed)	3/31 (Wed)	3/31 (Wed)
APR	Spring Break	3/22-3/26	3/22-3/26	3/22-3/26
MAY	Memorial Day	5/31 (Mon)	5/31 (Mon)	5/31 (Mon)
JUN	**Last Day of Instruction**	**6/4 (Fri)**	**6/10 (Thu)**	**6/11 (Fri)**
JUN	Juneteenth	6/18 (Fri)	6/18 (Fri)	6/18 (Fri)
	# of Instructional Days:	180	175	175
	# of Staff P.D. (Pupil Free) Days:	3	2	3

Analysis:

The revised calendar includes the following changes:

- The pupil-free staff professional development (PD) day on **January 11, 2027**, will become a regular instructional day, while **November 12 and 13, 2026**, will be designated as pupil-free staff PD days.
- The last day of school will move from **June 10, 2027, to June 11, 2027.**
- The revised calendar will maintain **175 instructional days**, meeting California's minimum instructional day requirement.

These adjustments provide additional time for MSA-5 to transition into its new facility while maintaining compliance with California's instructional day and annual instructional minute requirements.

Families will be notified of the revised calendar as early as possible and receive multiple reminders to support planning and minimize disruption.

Impact:

Approval of the revised calendar will provide MSA-5 with additional time to prepare for a smooth transition to its new facility while maintaining compliance with California's instructional day and annual instructional minute requirements. The revisions are designed to minimize disruption to students, families, and staff while supporting a smooth and well-coordinated transition to the new school facility.

Budget Implications:
N/A

Committee Recommendations:
N/A

Exhibits:
N/A

Coversheet

Approval of College and Career Access Pathways (CCAP) Agreement between Magnolia Science Academy–Santa Ana and Santa Ana College

Section: IV. Consent Items
Item: C. Approval of College and Career Access Pathways (CCAP) Agreement between Magnolia Science Academy–Santa Ana and Santa Ana College
Purpose: Vote
Submitted by:
Related Material: IV.C. Approval of CCAP Agreement between MSA-SA and SAC.pdf

Agenda Item:	IV.C. Consent Item
Date:	November 19, 2026
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("**MPS**") Board of Directors (the "**Board**")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Gokhan Serce- Chief Academic Officer, Havva Terzi- Dual Enrollment Coordinator
RE:	Approval of College and Career Access Pathways (CCAP) Agreement between Magnolia Science Academy–Santa Ana and Santa Ana College

Action Proposed:

Staff recommends and moves that the Board approve the College and Career Access Pathways (CCAP) Agreement between Magnolia Science Academy–Santa Ana and Santa Ana College.

Purpose:

To provide MSA-SA students with expanded opportunities to enroll in college courses and earn college credit while completing high school.

Background:

MSA-SA has an established partnership with Santa Ana College to provide Dual Enrollment opportunities to students. The CCAP Agreement formalizes the partnership and supports continued access to college coursework and college and career pathways.

Analysis:

The agreement will allow MSA-SA to continue offering eligible students access to community college courses, supporting college readiness, postsecondary planning, and early college credit.

Impact:

The agreement expands equitable access to college-level learning opportunities and supports students in building confidence, academic momentum, and progress toward their college and career goals.

Budget Implications:
There is no additional cost to MSA-SA associated with approval of this agreement.

Exhibits:

CCAP Agreement MSA-SA & SAC

Agenda Item Details

Meeting	Sep 01, 2026 - SPECIAL BOARD OF TRUSTEES MEETING (HYBRID)
Category	2. PUBLIC SESSION
Subject	2.6 Approval of Consent Calendar
Type	Action
Recommended Action	Motion to approve Consent Calendar items as presented and/or amended.

Agenda items designated as part of the consent calendar are considered by the board of trustees to either be routine or sufficiently supported by back-up information so that additional discussion is not required. Therefore, there will be no separate discussion on these items before the board votes on them. The board retains the discretion to move any action item listed on the agenda into the Consent Calendar. The consent calendar vote items will be enacted by one motion and are indicated with an asterisk (*).

An exception to this procedure may occur if a board member requests a specific item be removed from the consent calendar consideration for separate discussion and a separate vote.

Motion & Voting

Motion to approve Consent Calendar items as presented and/or amended.

Motion by David Crockett, second by John Hanna.
Final Resolution: Motion Carried
Aye: Tina Arias Miller, David Crockett, John Hanna, Cecilia Iglesias, Daisy Tong, Phillip Yarbrough
Nay: Zeke Hernandez

Agenda Item Details

Meeting	Sep 01, 2026 - SPECIAL BOARD OF TRUSTEES MEETING (HYBRID)
Category	6. INSTRUCTION
Subject	6.5 *Approval of College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement between RSCCD on behalf of Santa Ana College and Magnolia Science Academy - Santa Ana
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	N/A
Recommended Action	Motion to approve the College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement between RSCCD on behalf of Santa Ana College and Magnolia Science Academy, located in Santa Ana, California, as presented.

BACKGROUND:
The Rancho Santiago Community College District ("RSCCD") and Santa Ana College ("SAC") have had a MOU Partnership Agreement in place since 2023 with the Magnolia Science Academy - Santa Ana. This partnership has allowed SAC to offer dual enrollment courses for college credit to students at Magnolia Science Academy Charter High School. In the 2023-2026 CCAP Agreement term, SAC offered ten (10) dual enrollment course sections for Legacy College Prep. These dual enrollment courses had one hundred seventy-eight (178) enrollments combined and generated an estimated 13.92 FTES.

ANALYSIS:
We wish to now enter a new CCAP Dual Enrollment Partnership Agreement between RSCCD on behalf of Santa ana College and Magnolia Science Academy Santa Ana ("Agreement") to extend the established partnership for a three (3) year term. This new Agreement provides the college with the flexibility to offer closed classes on the high school campus and allows high school students to enroll in more college units per semester. It carries no costs or other financial arrangements.

RECOMMENDATION:
It is recommended the Board of Trustees approve the College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement between RSCCD on behalf of Santa Ana College and Magnolia Science Academy, located in Santa Ana, California, as presented.

PREPARED BY:
Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs, Santa Ana College
Matthew M. Morin, Ph.D., Dean, Academic Affairs, Santa Ana College

SUBMITTED BY:
Annebelle Nery, Ph.D., President, Santa Ana College

SAC-26-134 SAC_Magnolia Science Academy_CCAP_Agreement 2026-29.pdf (1,098 KB)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)

DUAL ENROLLMENT PARTNERSHIP AGREEMENT

2026-2029

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as "Agreement" between Rancho Santiago Community College District (RSCCD) on behalf of Santa Ana College hereinafter known as "COLLEGE" and Magnolia Science Academy – Santa Ana (MSA-SA) hereinafter known as "SCHOOL" (each a "Party" and together the "Parties").

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Rancho Santiago Community College District; and

WHEREAS, the COLLEGE and the SCHOOL have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, the SCHOOL continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and desires to expand dual enrollment opportunities for students; and

WHEREAS, the COLLEGE is willing to offer college courses at the SCHOOL high school campuses which will benefit SCHOOL students by providing a convenient location and schedule; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, COLLEGE and SCHOOL desire to enter into this CCAP Agreement for the purpose of expanding dual enrollment opportunities, consistent with the provisions of AB 288 (2016) which added Section 76004 to the Education Code, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" (Education Code § 76004(a)(1)) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." (AB 288 Sec. 1(d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Education Code Section 66010.4 and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; as specified in Education Code § 76004(k)(2)

NOW THEREFORE, the COLLEGE and SCHOOL agree as follows:

1. TERM OF AGREEMENT

1.1. The term of this CCAP Agreement shall be for three years beginning on August 17, 2026, and ending on June 30, 2029 ("Term"), unless otherwise terminated in accordance with Section 22 of this Agreement.

a. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days' prior written notice to the other Party except that any student already assigned to and accepted by the COLLEGE shall be allowed to complete any in-progress coursework at the COLLEGE.

b. In the event of a material breach of this Agreement, the aggrieved Party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching Party. If the breach is not cured or, in the event that said cure would be longer than thirty days, the breaching Party has not provided a satisfactory plan for curing the respective breach, the Agreement shall terminate at the end of the thirty-day period.

c. This Agreement shall immediately terminate if the SCHOOL or the COLLEGE's licenses, accreditations or certifications required for the CCAP program are terminated, revoked, reduced, or any type of disciplinary action is taken against the SCHOOL or the COLLEGE by any accreditation or regulatory agency.

1.2. This CCAP Agreement outlines the terms of the CCAP program. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all

applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Education Code § 76004(c)(I)).

1.3. The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Education Code § 76004 (c)(2).

1.4. A copy of the COLLEGE and SCHOOL CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership, pursuant to Education Code § 76004 (c)(3).

1.5. COLLEGE and SCHOOL shall present this CCAP agreement at a public meeting of their respective governing boards, allowing for public comments prior to consideration for approval of this CCAP agreement.

2. COMMUNITY COLLEGE DISTRICT'S AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL'S DEFINITIONS

2.1. CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL have been approved in accordance with the policies and guidelines of RSCCD and applicable law. Education Code § 76004(a)

2.2. Consistent with AB 288, this CCAP Agreement shall include, but not be limited to, "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." AB 288 Sec. 1(d)

2.3. High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011. SCHOOL students will not be required to pay the Health Fee, however, SCHOOL will be expected to: provide appropriate health support to students and staff. Any fees deemed to be required by law will be paid from the Early College Endowment established as part of the Santa Ana Partnership's Innovation Award (and housed at the Santa Ana College Foundation).

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1. Student Eligibility - Students who "may not already be college bound or who

are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" (Education Code § 76004(a)) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." AB 288 Sec. 1(d)

3.2. Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria will be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall comply with applicable law and RSCCD standards and policies. The COLLEGE and SCHOOL shall jointly develop criteria for students participating in courses offered as part of this CCAP Agreement.

3.3. College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and RSCCD policy.

3.4. Student Records - It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL unless otherwise specified in the Appendix.

3.5. Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program.

3.6. As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness Education Code § 76004(d)

3.7. Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in Education Code §

76004(p)(l)(2)(3):

- The units constitute no more than four community college courses per term.
- The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article.
- The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

3.8. Minimum School Day - The SCHOOL shall certify that it shall teach SCHOOL students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

4.1. The COLLEGE will be responsible for processing student applications.

4.2. The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL will jointly ensure that each applicant accepted has met all the enrollment requirements.

4.3. The SCHOOL agrees to assist COLLEGE in the admission and registration of SCHOOL students as may be necessary and requested by COLLEGE.

5. PARTICIPATING STUDENTS

5.1. A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. The governing board of a community college district participating in a CCAP partnership agreement established pursuant to Education Code Sections 76000 through 76004 shall exempt special part-time students described in Education Code Section 76004(p) from the fee requirements in Education Code Sections 76060.5, 76223, 76300, 76350, and 79121, all pursuant to Education Code Section 76004(q).

5.2. The cost of all books, textbooks, class material fees, other supplies (whiteboard markers paper, copying, etc.) and equipment (laptops, overhead projectors, etc.) associated with support for instruction related to courses offered as part of this CCAP Agreement will be allocated as set forth in Section 8.1 below.

5.3. Both COLLEGE and SCHOOL will ensure that ancillary and support services

are provided for students (e.g. Counseling and Guidance, Placement Assistance, Disabled Student Programs and Services, Assessment, and Tutoring.)

5.4. The SCHOOL and COLLEGE will cooperate to ensure courses offered as part of this CCAP Agreement are accessible to students through the COLLEGE's Disabled Student Programs and Services (DSPS). Students with accommodations at SCHOOL, like Individualized Education Plan (IEP) or 504 Plan must meet with the COLLEGE DSPS office to receive a letter of accommodation for COLLEGE courses.

5.5. Both COLLEGE and SCHOOL will be jointly responsible for providing matriculation services for students enrolling in COLLEGE courses offered through this CCAP Agreement.

5.6. All SCHOOL students must be fully matriculated to the COLLEGE prior to taking COLLEGE courses including application, assessment, and orientation.

5.7. SCHOOL students taking a COLLEGE course offered through this CCAP Agreement will have access to COLLEGE services such as the library, tutoring, student I.D. cards etc.

5.8. Student identification, recruitment, selection, and enrollment into COLLEGE courses offered through this CCAP Agreement will be the responsibility of both the COLLEGE and SCHOOL.

6. CCAP AGREEMENT COURSES

6.1. A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus, either in person or using an online platform, during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Education Code § 76004(o)(1)

6.2. The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL or at the COLLEGE.

6.3. The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE in consultation with the SCHOOL and with the approval of the COLLEGE Governing Board and will be recorded in the Appendix to this Agreement. Education Code § 76004(c)(l)

6.4. Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL shall be jointly selected and approved. The COLLEGE may not be able to offer certain courses at SCHOOL sites due to program-level

accreditation or certification requirements or student age restrictions.

6.5. COLLEGE courses offered at SCHOOL sites will adhere to COLLEGE scheduling practices, as outlined in the RSCCD faculty contract, and the COLLEGE's annual academic calendar. Requests for exceptions may be made through the SAC Career Education and Dual Enrollment office with final approval from the COLLEGE's Vice President of Academic Affairs.

6.6. Courses offered as part of this CCAP Agreement at the SCHOOL shall be of the same quality and rigor as those offered on COLLEGE campus and shall comply with RSCCD academic standards.

6.7. Courses offered as part of this CCAP Agreement at the SCHOOL shall be listed in the COLLEGE catalog with the same department designations course descriptions, numbers, titles, and credits. Courses offered as part of this CCAP Agreement at the SCHOOL shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department. Courses offered as part of this CCAP Agreement and taught by SCHOOL instructors are part of an approved Instructional Service Agreement as required by RSCCD Business Procedure.

6.8. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.

6.9. Students who withdraw from a course offered as part of this CCAP Agreement will not receive any COLLEGE credit for work completed. A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.

6.10. Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with RSCCD guidelines, policies, pertinent statutes, and regulations. COLLEGE will provide grades to SCHOOL within seven (7) days of the RSCCD grade submission deadline, which is generally the Thursday following the end date of the class. SCHOOL instructors shall also follow RSCCD's grade-submission guidelines to assist RSCCD in tracking dual-enrollment grades.

6.11. The COLLEGE has the sole right to control and direct the instructional activities

for all instructors teaching COLLEGE courses offered as part of this CCAP Agreement, including of those who are SCHOOL employees.

6.12. The current COLLEGE Learning Management System (LMS) will be the required web-based learning management system for all COLLEGE courses taught in any modality.

6.13. This CCAP Agreement certifies that any remedial course taught by COLLEGE faculty at a SCHOOL campus shall be offered only to high school students who do not meet their grade level standard in math , English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL, and shall involve collaborative effort between the SCHOOL and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Education Code § 76004(n)

6.14. Degree and certificate programs that are included in the CCAP Agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs, or the COLLEGE must have received delegated authority to separately approve those courses locally.

7. INSTRUCTOR(S)

7.1. All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.

7.2. The COLLEGE will specify which participating SCHOOL or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education for course requests. Government Code § 76004(m)(l)

7.3. This CCAP Agreement specifies the SCHOOL will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Education Code § 76004(m)(2)

7.4. Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.

7.5. Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Education Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or

provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL site.

7.6. Instructors providing services at the K-12 school site will be required to complete mandated reporter training. Training will be provided by the COLLEGE if requested by the SCHOOL. Faculty provided by the SCHOOL shall receive mandated reporter training through the SCHOOL. Documentation of such training shall be submitted to the COLLEGE.

7.7. Prior to teaching, faculty provided by the SCHOOL shall receive discipline-specific training and orientation from the COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, student learning outcome (SLO) assessment, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.

7.8. SCHOOL instructors teaching COLLEGE courses offered as part of this CCAP Agreement during the K-12 site bell schedule and paid by the SCHOOL for that class shall not be considered unit members of the Faculty Association of Rancho Santiago Community College District and shall enter into a separate Instructor Service Agreement (ISA) with COLLEGE for that course.

7.9. Faculty working under an ISA who are assigned courses by the COLLEGE will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the RSCCD faculty contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to course content, course delivery, assessment, evaluation, and/or research and development in the field.

7.10. The SCHOOL will provide instructors teaching courses offered at SCHOOL sites as part of this CCAP Agreement with access to SCHOOL internet services and necessary instructional supplies, equipment, and facilities.

7.11. Prior to teaching, faculty provided by the COLLEGE to teach courses at SCHOOL sites shall receive an orientation from the SCHOOL about the site and any required logistical information (e.g. school location and hours, parking restrictions, classroom location, restroom location, internet access, IT equipment, etc.) COLLEGE shall provide teaching assignments to the Coordinator of Dual Enrollment and Director, Secondary Education of SCHOOL within fourteen (14) days prior to the start of each semester.

7.12. Faculty performance shall be evaluated by the COLLEGE for COLLEGE courses offered as part of this CCAP Agreement using the adopted evaluation of process and standards for faculty of the COLLEGE, subject to the approval of RSCCD.

7.13. The COLLEGE and SCHOOL will work jointly to recruit and select instructors from SCHOOL personnel. For any SCHOOL employee identified by SCHOOL as interested in applying to a faculty position at COLLEGE under this CCAP Agreement, COLLEGE shall provide clear guidelines and instructions for any such SCHOOL employees to apply for positions under this CCAP Agreement. SCHOOL personnel selected to be instructors remain employees of the SCHOOL, subject to the authority of the SCHOOL, but will also be subject to the authority of RSCCD specifically with regard to their duties as COLLEGE instructors.

7.14. Hiring and assigning instructors to teach classes offered as part of this CCAP Agreement will follow the standard RSCCD hiring and assignment practices as outlined in the RSCCD faculty contract. The appropriate COLLEGE administrator, in consultation with the appropriate SCHOOL administrator, will grant final approval to SCHOOL teachers eligible to teach dual enrollment courses. RSCCD and the /COLLEGE will orient the approved instructors.

7.15. SCHOOL instructors teaching COLLEGE courses offered as part of this CCAP Agreement must submit grades and documentation to both the COLLEGE and SCHOOL by the COLLEGE deadlines.

7.16. The SCHOOL shall not require COLLEGE faculty teaching courses offered as part of this CCAP Agreement at SCHOOL sites to attend any SCHOOL activities that fall outside of standard course instruction. The SCHOOL will provide instructors and the COLLEGE with advanced notice of any activities that will limit the ability of a COLLEGE faculty member to teach the COLLEGE course(s) they have been assigned to (e.g. school assemblies, sporting events, field trips, etc.).

7.17. Instructors teaching courses offered as part of this CCAP Agreement will assess student learning outcomes (SLO) and provide SLO assessment data to their academic department chair consistent with COLLEGE timelines.

7.18. Instructors teaching courses offered as part of this CCAP Agreement shall use the COLLEGE learning management system (LMS) for grade and attendance tracking. Faculty will maintain their LMS gradebooks regularly to ensure student have access to the most current information.

7.19. Instructors teaching fully online or hybrid courses offered as part of this CCAP Agreement will use the COLLEGE's online learning management system and complete any required online teaching trainings.

7.20. COLLEGE shall notify SCHOOL forty-five (45) days before the start of each semester whether or not each anticipated CCAP course has been staffed with an instructor, and the identity of the instructor. To the extent such information is not available to COLLEGE at said time, COLLEGE will provide the information to SCHOOL once that information is available, but in no event less than fourteen (14)

days before the start of instruction.

7.21. COLLEGE shall, submit grades and documentation to both COLLEGE and SCHOOL by deadlines established under 6.10 for courses offered at SCHOOL sites as part of this CCAP Agreement.

8. MATERIALS AND TEXTBOOKS

8.1. The SCHOOL will be responsible for covering the cost of all books, textbooks, class material fees, other supplies (whiteboard markers paper, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with support for instruction related to courses offered as part of this CCAP Agreement. COLLEGE can provide additional support for textbooks upon request within budgetary constraints.

8.2. The COLLEGE and the SCHOOL shall determine type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement.

8.3. The COLLEGE and the SCHOOL agree to store textbooks and physical course materials at SCHOOL school sites and facilities and utilize SCHOOL library and logistic systems to catalog and distribute textbooks and materials.

8.4. The SCHOOL ensures that students will have access to required course content and digital applications as outlined in the course syllabus.

9. ASSESSMENT OF LEARNING AND CONDUCT

9.1. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

9.2. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.

9.3. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

9.4. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus. The COLLEGE Student Code of Conduct shall apply to all students enrolled in courses offered as part of this CCAP Agreement.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

10.1. The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL in conformity with RSCCD policies and standards. Education Code §76004(c)(2)

10.2. The SCHOOL shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL and COLLEGE in conformity with SCHOOL policies and standards. Education Code § 76004(c)(2)

10.3. The educational administrators from the COLLEGE and the SCHOOL will work collaboratively to perform services specified in sections 10.7 through 10.9 as part of their regular assignments.

10.4. The COLLEGE shall designate a dual enrollment coordinator who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL in conformity with RSCCD policies and standards. Education Code § 76004(c)(2)

10.5. The SCHOOL shall designate a dual enrollment coordinator who will serve as point of contact to facilitate coordination and cooperation between SCHOOL and COLLEGE in conformity with SCHOOL policies and standards. Education Code § 76004(c)(2)

10.6. The COLLEGE and SCHOOL dual enrollment coordinators will work together on the processes, procedures, and tracking mechanisms that will ensure compliance with dual enrollment course policies, regulations, and standards, including the necessary qualifications and student documentation prior to students taking COLLEGE courses offered as part of this CCAP Agreement.

10.7. The COLLEGE and SCHOOL dual enrollment administrators and coordinators will ensure that SCHOOL teachers hired by the COLLEGE to teach courses offered as part of this CCAP Agreement adhere to course requirements, standards, learning materials, course logistics (including developing a schedule that adapts the COLLEGE course schedule to the SCHOOL student's regular high school schedule), and COLLEGE standards, policies, expectations, and systems.

10.8. This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL on all the following information: Education Code § 76004 (t)(1) (A-E)

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Education Code § 76004(t)(1)(A)

- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Education Code § 76004(t)(1)(B)

- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Education Code § 76004(t)(1)(C)

- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Education Code § 76004(t)(1)(D)

- The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. AB 30 Sec. 2, Education Code § 76004(t)(1)(E)

11. APPORTIONMENT

11.1 COLLEGE shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

11.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Education Code § 76004 (o)(2)

11.3 When the COLLEGE pays for instructors, the COLLEGE will collect apportionment. When SCHOOL pays for instructors, SCHOOL will collect average daily attendance ("ADA") unless the instruction extends beyond the state mandated 240 instructional minutes per day for students attending comprehensive high schools and 180 minutes per day for students attending Educational Options schools and programs. When SCHOOL instruction exceeds the minimum number of minutes required by the SCHOOL, the COLLEGE will also collect apportionment, in addition to the SCHOOL receiving ADA. The COLLEGE will collect state apportionment for all COLLEGE courses offered as part of this CCAP Agreement unless the SCHOOL informs the COLLEGE in writing that the SCHOOL will collect ADA for a specified course.

11.4 The attendance of a high school pupil at a community college as a special part-

time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Education Code Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. AB30 Sec. 2 Education Code § 76004 (s). Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement continue to apply, including as prescribed by California Code Regulations and Title 5.

12. CERTIFICATIONS

12.1. The SCHOOL certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

12.2. RSCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.

12.3. The SCHOOL agrees and acknowledges that RSCCD will claim apportionment for the SCHOOL students enrolled in community college course(s) under this CCAP Agreement, as outlined in sections 11.1 through 11.4.

12.4. This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL campus has not been convicted of any sex offense as defined in Education Code §87010 or as amended, or any controlled substance offense as defined in Education Code § 87011 or as amended Education Code § 76004(h)

12.5. This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Education Code § 76004 (i)

12.6. This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. S Education Code § 76004(j)

12.7. The COLLEGE certifies that:

12.7.1. A community college course offered for college credit at the participating SCHOOL does not reduce access to the same course offered at the partnering COLLEGE. Education Code § 76004(k)(1)

12.7.2. A community college course that is oversubscribed or has a waiting

list shall not be offered or included in this Agreement. Education Code § 76004(k)(2)

12.7.3. The Agreement is consistent with the core mission of the COLLEGE and that students participating in this Agreement will not lead to displacement of otherwise eligible adults at the COLLEGE. Education Code § 76004(k)(3)

12.8. This Agreement certifies that the SCHOOL and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Education Code § 76004(I)

13. PROGRAM IMPROVEMENT

13.1. A joint COLLEGE and SCHOOL Dual Enrollment Committee will meet regularly to review the program and develop suggestions for improvement.

13.2. The COLLEGE and the SCHOOL may annually conduct surveys of participating SCHOOL pupils, instructors, principals, and school counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

14. RECORDS

14.1. Permanent records of student attendance, grades and achievement will be maintained by both the SCHOOL and COLLEGE for SCHOOL students who enroll in course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades, and achievement for COLLEGE students shall be maintained by COLLEGE.

14.2. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14.3. SCHOOL instructors will submit grades to the COLLEGE when due according to the COLLEGE schedule. The SCHOOL will include all criteria identified by the COLLEGE for grading purposes. Upon completion of the SCHOOL semester, dual enrollment teachers will submit change of grade forms, when applicable, for students whose grades have changed since the end of the COLLEGE’s semester.

14.4. Courses offered as part of this CCAP Agreement completed by SCHOOL students will be identified on both the COLLEGE and high school transcripts in the standard format and will not be identified as dual enrollment.

15. CCAP AGREEMENT DATA MATCH AND REPORTING

15.1. COLLEGE and SCHOOL shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.

15.2. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

16. PRIVACY OF STUDENT RECORDS

16.1. COLLEGE and SCHOOL understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§49064 and 49076). COLLEGE and SCHOOL agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code§§ 49064 and 49076.)

16.2. Limitation on Use. COLLEGE and SCHOOL shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

16.3. Recordkeeping Requirements. COLLEGE and SCHOOL shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations§ 99.32 and under Education Code§ 49064 as applicable.

16.4. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

17. FACILITIES

17.1. The SCHOOL will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to RSCCD or students. The SCHOOL agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. The SCHOOL warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

17.2. The COLLEGE facilities may be used subject to mutual agreement by the parties as expressed in the Appendix to this Agreement.

17.3. Any use of COLLEGE facilities outside of regular instructional activities related to courses offered as part of this CCAP Agreement will follow standard RSCCD policies and guidelines.

18. INDEMNIFICATION AND INSURANCE

18.1. Liability. The Parties agree to allocate potential liability between themselves with the intent that the SCHOOL shall generally be responsible for the acts and omissions of its own employees, and RSCCD shall generally be responsible for the acts and omissions of its own employees, as specifically set forth below in Section 19.2, Mutual Indemnification.

18.2. Mutual Indemnification

18.2.1. RSCCD Indemnity. RSCCD agrees to defend, indemnify and hold the SCHOOL its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RSCCD, its officers, agents or employees. RSCCD shall not defend, indemnify or hold harmless the SCHOOL from any liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent or intentional acts or omissions of any student(s) or other third parties that may come on the COLLEGE campus.

18.2.2. SCHOOL Indemnity. SCHOOL agrees to defend, indemnify and hold RSCCD, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or

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intentional acts or omissions of the SCHOOL its officers, agents or employees. the SCHOOL shall not defend, indemnify or hold harmless the RSCCD from any liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent or intentional acts or omissions of any student(s) or other third parties that may come on a SCHOOL campus.

19. INSURANCE. Each Party, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

19.1. General Liability. General Liability Insurance (including broad form property damage and contractual liability) with limits of liability not less than two million dollars ($2,000,000) each occurrence, and five million dollars ($5,000,000) annual aggregate. Insurance afforded by either Party's commercial general liability policy shall be endorsed to provide coverage to the other Party as an additional insured. Insurance afforded by RSCCD commercial general liability policy shall be endorsed to provide coverage to the SCHOOL as an additional insured.

19.2. Automobile Liability Insurance with a limit liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."

19.3. Workers Compensation. Workers' Compensation coverage limits shall be as required under California State law.

19.4. Additional Insurance. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the SCHOOL and RSCCD against other insurable risks relating to performance of this Agreement. The SCHOOL and RSCCD may, in their own respective discretion obtain such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement.

19.5. Insurance and Limits of Liability. It should be expressly understood, however, that the insurance coverages and limits required under this Section shall not in any way limit the liability of either Party.

20. NON-DISCRIMINATION

20.1. Neither the SCHOOL nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, gender identity, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

21. TERMINATION

21.1. This Agreement may be terminated upon written notice by either Party as provided below. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. Notification of termination must be submitted in writing ninety (90) days prior to the beginning of the semester for which it will be in effect. The effective date of termination shall be the end of the following academic semester to avoid unreasonable disruption to both Parties and its students.

22. MODIFICATION AND AMENDMENT

22.1. This CCAP Agreement may be amended only with the mutual consent of the Parties. All amendments must be in writing and must be approved by the Parties' respective governing Boards. This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

23. GOVERNING LAWS

23.1. This agreement shall be interpreted according to the laws of the State of California.

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1. For locations outside the geographical boundaries of RSCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 55300 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

25. SEVERABILITY

25.1. This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

26. COUNTERPARTS

26.1. This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

27. FORCE MAJEURE

28.1 Neither party shall be responsible for delays or failure in performance resulting from force majeure acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes, or other natural disasters.

"SCHOOL"

MAGNOLIA SCIENCE ACADEMY

Signature

Name: Erdine Acar

Title: Deputy Superintendent

"RSCCD"

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature: Iris Ingram (Sep 18, 2026 17:52:07 PDT)

Name: Iris I. Ingram

Title: Vice Chancellor, Business Services

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)

DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the COLLEGE and the SCHOOL agree to record COLLEGE and SCHOOL specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students projected to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the projected scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses ; and Sec. 2 (c)(I)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(l)

NOW THEREFORE the COLLEGE and SCHOOL agree as follows:

COLLEGE AND SCHOOL POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College	Dr. Matthew Morin Dean of Academic Affairs	(714) 564-5230	Morin_Matthew@sac.edu
School District, MSA-SA	College Counselor: Lizbeth Ramirez Dual Enrollment Coordinator, Havva Terzi	(714) 479-0115	lcramirez@magnoliapublicschools.org hterzi@magnoliapublicschools.org

1. <u>Notices</u>.

Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:
Rancho Santiago Community College District
Attn: Iris Ingram, Vice Chancellor, Business Services
2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Dr. Matthew Morin, Dean of Academic Affairs
1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:
Magnolia Public Schools
250 E 1st Street, Suite 1500, Los Angeles, CA 90012 |
Office: (213) 628-3634 | Fax: (714) 362-9588

2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. Scheduling. No later than February of each year, the COLLEGE and the DISTRICT shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.

b. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL or the COLLEGE.

3. CCAP AGREEMENT PROGRAM YEAR SUMMER 2026- SPRING 2029

The COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEARS

AGREEMENT TERM: 2026-2029

COLLEGE: Santa Ana College

SCHOOL: Magnolia Science Academy

FACILITIES USE

a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 17, Facilities, of this CCAP Agreement.

b. Any use of COLLEGE facilities outside of regular instructional activities related to courses offered as part of this CCAP Agreement will follow standard RSCCD policies and guidelines.

BUILDING	CLASSROOM	DAYS	HOURS
Magnolia Science Academy 2840 W 1st St, Santa Ana, CA 92703	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility

EDUCATIONAL PATHWAYS AND COURSES

College / District: **Santa Ana College / RSCCD**

High School / School District: **Magnolia Science Academy**

Contract Term: **2026 – 2029**

Student Details: 120 approximate number of students served annually

77 Projected annual FTES

High School / School District administration will review and approve students based on their criteria to benefit from the program.

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
1	ACCT-010	Accounting Procedures	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
2	ACCT-015	Education and Financial Path.	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
3	ACCT-032	Payroll Accounting	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
4	ACCT-101	Financial Accounting	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
5	ACCT-102	Managerial Accounting	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
6	ACCT-104	Federal & California Taxes	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
7	ACCT-106	Work Experience - Accounting	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
8	ACCT-108	Tax Practices and Procedures	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
9	ACCT-113	Intermediate Income Taxes Corp	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
10	ACCT-114	Intermediate Inc Taxes-Partner	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
11	ACCT-120	Quickbooks Online	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
12	ACCT-124	Computerized Income Tax Prepar	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
13	ACCT-125	Volunteer Income Tax Assistan	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
14	ACCT-126	Work Experience - VITA	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
15	ACCT-204	Managerial Cost Accounting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
16	ACCT-205	Intermediate Accounting I	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
17	ACCT-206	Intermediate Accounting II	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
18	ACCT-207	Data Analytics for Accounting	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
19	ACCT-210	Accounting Information System	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
20	ACCT-211	Auditing	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
21	ACCT-212	Accountants' Ethics and Respo	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
22	ANTH-100	Introduction to Cultural Anthr	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
23	ANTH-100H	Honors Introduction to Cultura	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
24	ANTH-101	Introduction to Biological Ant	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
25	ANTH-101L	Biological Anthropology Lab	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
26	ANTH-103	Introduction to Archaeology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
27	ANTH-104	Language & Culture	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
28	ANTH-104H	Honors Language and Culture	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
29	ANTH-105	Ancient Mesoamerican Civilizat	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
30	ANTH-108	Religion, Magic, and Witchcraf	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
31	ANTH-125	Native Americans in the U.S.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
32	ANTH-199	Independent Study	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
33	ART-009	Art Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
34	ART-019	Mural Art Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
35	ART-100	Introduction to Art Concepts	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
36	ART-100H	Honors Introduction to Art Con	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
37	ART-101	Survey of Western Art History	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
38	ART-103	Arts of Africa, Oceania, and	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
39	ART-104	Mexican & Chicano Art History	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
40	ART-105	History of Modern Art	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
41	ART-106	Asian Art History	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
42	ART-108	Contemporary Art History: Art	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
43	ART-109	Introduction to Woodworking	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
44	ART-110	Two-Dimensional Design	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
45	ART-111	Three-Dimensional Design	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
46	ART-122	Graphic Design I	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
47	ART-127	Drawing for Non-Art Majors	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
48	ART-130	Introduction to Drawing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
49	ART-131	Beginning Life Drawing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
50	ART-132A	Beginning Pastel Drawing & Pai	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
51	ART-132B	Intermediate Pastel Drawing &	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
52	ART-133	Introduction to Gallery Produc	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
53	ART-134	Intermediate Gallery Productio	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
54	ART-135	Advanced Gallery Production	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
55	ART-140A	Watercolor Painting	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
56	ART-140B	Watercolor Painting	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
57	ART-141	Beginning Painting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
58	ART-143	Landscape Watercolor	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
59	ART-148	Introduction to Illustration	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
60	ART-150	Primitive Pottery Techniques	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
61	ART-151	Ceramics-Introductory Level	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
62	ART-152	Ceramics-Intermediate Throwing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
63	ART-153	Ceramics-Intermediate Handbuil	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
64	ART-154	Ceramics Summer Workshop	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
65	ART-155	Plaster Mold Making	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
66	ART-156	Clay Calculation: An Approach	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
67	ART-157	Ceramics-Raku and Saggar Firin	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
68	ART-158	Ceramic Mural Project	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
69	ART-159B	Ceramic Color Decoration: High	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
70	ART-162	Digital Illustration I	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
71	ART-168	Graphic Design II: Brand	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
72	ART-190	Introduction to Mural Painting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
73	ART-192A	Digital Illustration II: Adva	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
74	ART-195	Introduction to Digital Media	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
75	ART-230	Intermediate Drawing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
76	ART-231	Intermediate Life Drawing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
77	ART-232	Advanced Life Drawing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
78	ART-233	Advanced Drawing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
79	ART-235	Anatomical Drawing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
80	ART-240	Intermediate Watercolor	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
81	ART-241	Intermediate Painting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
82	ART-242	Advanced Painting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
83	ART-243	Portrait & Life Painting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
84	ART-248	Intermediate Illustration	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
85	ART-251	Ceramics-Advanced Throwing & H	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
86	ART-252	Ceramics-Advanced Study in Cer	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
87	ART-253	Electric Kiln Ceramics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
88	ART-291	Mural Painting and Design II	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
89	ART-292	Mural Painting and Design III	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
90	ART-296	Professional Art Production	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
91	ART-298	Art Practicum	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
92	ARTH-C1100	Survey of Art From Prehistory	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
93	ARTH-C1200	Survey of Art From the Renais.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
94	ASIA-150	Introduction to Asian American	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
95	ASL-110	American Sign Language I	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
96	ASL-110H	Honors American Sign Lang. I	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
97	ASL-111	American Sign Language II	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
98	ASL-111H	Honors American Sign Lang. II	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
99	ASL-112	Deaf Culture	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
100	ASL-113	Introduction to Interpreting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
101	ASL-114	Classifiers, Fingerspelling, a	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
102	ASL-116	Introduction to Deaf Studies	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
103	ASL-210	American Sign Language III	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
104	ASL-210H	Honors American Sign Lang. III	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
105	ASL-211	American Sign Language IV	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
106	ASL-223	Beginning Interp. & Ethics 2	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
107	ASTR-109	Introduction to the Solar Syst	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
108	ASTR-110	Introduction to Stars and Gala	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
109	ASTR-140	Astronomy Laboratory	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
110	AUTO-101A	Automotive Mechanical Operatio	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
111	AUTO-101B	Automotive Electrical Operatio	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
112	AUTO-102	Introduction to Automotive	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
113	AUTO-105	Automotive Workplace Skills	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
114	AUTO-111	Engine Repair	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
115	AUTO-112	Automatic Transmis. & Transax.	4.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
116	AUTO-113	Manual Drive Train and Axles	4.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
117	AUTO-114	Suspension and Steering	4.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
118	AUTO-115	Brakes	4.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
119	AUTO-116	Electrical Fundamentals	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
120	AUTO-117	Heating and Air Conditioning	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
121	AUTO-118	Engine Performance	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
122	AUTO-119	Light Vehicle Diesel Engines	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
123	AUTO-211	High Performance Engines	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
124	AUTO-216	Electrical Systems	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
125	AUTO-220	Mopar Career Automotive Progra	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
126	AUTO-221	Mopar CAP Training Phase 1	4	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
127	AUTO-222	Mopar Engine Repair	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
128	AUTO-223	Mopar Chassis Systems	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
129	AUTO-224	Mopar Driveline Systems	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
130	AUTO-225	Mopar Automatic Transmissions	4	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
131	AUTO-226	Mopar CAP Training Phase 2	4	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
132	AUTO-227	Mopar Diesel Engines	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
133	AUTO-228	Mopar CAP Training Phase 3	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
134	AUTO-229	Mopar Electrical Systems	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
135	AUTO-260	Introduction to Hybrid/Electri	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
136	AUTO-284	Automotive Emerging Technologi	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
137	AUTO-299	Work Experience - Automotive	0.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
138	BA-100	Business Writing Skills	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
139	BA-101	Work Experience - Business App	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
140	BA-102	Professional Skills & Career	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
141	BA-103	Business Mathematics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
142	BA-105	Introduction to AI for Bus.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
143	BA-106	ChatGPT & Generative AI App	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
144	BA-107	AI Strategies for Business	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
145	BA-108	AI Ethics for Business	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
146	BA-109	AI for Education	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
147	BA-110	Computer Keyboarding Skills	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
148	BA-115	Computer Keyboarding Speed and	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
149	BA-125	Microsoft Word	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
150	BA-126	Microsoft Outlook	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
151	BA-127	Microsoft Teams	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
152	BA-130	Intro to Span Interp	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
153	BA-131	Business Interpretation	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
154	BA-132	Medical Interpretation and Tra	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
155	BA-133	Legal Interpretation and Trans	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
156	BA-140	Introduction to Vietnamese Bil	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
157	BA-141	Business Interpretation and	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
158	BA-142	Medical Interpretation and Tra	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
159	BA-143	Legal Interpretation and Trans	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
160	BA-146	Computer Fundamentals	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
161	BA-147	MS Windows, OneDr & OneNote	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
162	BA-149	Technology for Interpreters	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
163	BA-153	LinkedIn & Social Media Apps	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
164	BA-154	Search Engine Optimization and	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
165	BA-155	WordPress	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
166	BA-156	Canva	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
167	BA-158	Introduction to Drones	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
168	BA-159	Drones for Mapping	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
169	BA-160	Microsoft Designer - AI Desig	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
170	BA-161	Drones & The Law	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
171	BA-162	Cloud GIS with ArcGIS Online	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
172	BA-163	Adobe Acrobat	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
173	BA-164	Adobe Photoshop	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
174	BA-165	Adobe Express	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
175	BA-166	Adobe Illustrator	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
176	BA-168	Adobe Firefly - Generative AI	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
177	BA-169	Adobe Dreamweaver - Web Design	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
178	BA-170	Adobe InDesign	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
179	BA-171	Adobe Premiere Pro - Video Edi	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
180	BA-172	Adobe After Effects	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
181	BA-173	Adobe Animate	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
182	BA-179	MS Office (Word, Excel, PP)	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
183	BA-181	Everyone Can Code With Apple	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
184	BA-182	Google Apps & Google Dr	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
185	BA-188	Microsoft Excel	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
186	BA-189	Advanced Microsoft Excel	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
187	BA-190	Microsoft PowerPoint	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
188	BIOL-109	Fundamentals of Biology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
189	BIOL-109H	Honors Fundamentals of Biology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
190	BIOL-109L	Fundamentals of Biology Labora	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
191	BIOL-111	Marine Biology	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
192	BIOL-115	Concepts in Biology for Educat	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
193	BIOL-127	Ecology	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
194	BIOL-128	Natural History of the Califor	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
195	BIOL-129	Ecology of Southern California	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
196	BIOL-131	Natural History of the Southwe	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
197	BIOL-132	Natural History of Death Valle	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
198	BIOL-133	Desert Biology	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
199	BIOL-139	Health Microbiology	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
200	BIOL-149	Human Anatomy and Physiology	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
201	BIOL-169	Natural History of the Sierra	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
202	BIOL-177	Human Genetics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
203	BIOL-187	Work Experience - Biotech.	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
204	BIOL-190	Introduction to Biotechnology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
205	BIOL-190L	Introductory Biotech Lab	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
206	BIOL-191	Biotech A: Basic Skills	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
207	BIOL-192	Biotech B: Proteins	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
208	BIOL-193	Biotech C: Nucleic Acids	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
209	BIOL-194	Quality and Regulatory Compl.	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
210	BIOL-195	Biotech: QC/QA Microbiology	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
211	BIOL-197	Work Experience - STEM intern	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
212	BIOL-199	Independent Study	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
213	BIOL-200	Human Ecology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
214	BIOL-202	Cell Culture Techniques	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
215	BIOL-211	Cellular and Molecular Biology	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
216	BIOL-212	Animal Diversity and Ecology	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
217	BIOL-214	Plant Diversity and Evolution	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
218	BIOL-217	Pathophysiology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
219	BIOL-229	General Microbiology	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
220	BIOL-239	General Human Anatomy	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
221	BIOL-249	Human Physiology	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
222	BIOL-259	Environmental Biology	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
223	BIOL-275	Cell and Molecular Biology	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
224	BIOL-290	Biochemistry and Molecular Bio	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
225	BLST-150	Introduction to African Americ	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
226	BUS-100	Fundamentals of Business	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
227	BUS-101	Business Law	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
228	BUS-103	Work Experience - Business	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
229	BUS-105	Legal Environment of Business	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
230	BUS-106	Culture and International Busi	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
231	BUS-110	Export Pricing, Quotations and	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
232	BUS-113	Inventory Management & Technol	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
233	BUS-115	Global Supply Chain and Logist	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
234	BUS-116	Global Marketing: Selling	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
235	BUS-117	Global Commerce and Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
236	BUS-118	Importing: Global Sourcing and	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
237	BUS-119	Doing Business in Latin Americ	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
238	BUS-120	Principles of Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
239	BUS-121	Human Relations & Organization	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
240	BUS-125	Introduction to International	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
241	BUS-127	Introduction to E-Commerce	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
242	BUS-130	Personal Finance	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
243	BUS-140	Principles of Finance	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
244	BUS-141	The Globalization of Marketing	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
245	BUS-147	International Commercial Agree	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
246	BUS-150	Introduction to Information	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
247	BUS-160	Introduction to Stock and Bond	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
248	BUS-163	International Methods of Payme	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
249	BUS-170	Principles of Small Business M	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
250	BUS-180	Finding and Evaluating Product	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
251	BUS-222	Business Writing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
252	CAR-101	Introduction to Academic Read	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
253	CAR-102	Academic Reading	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
254	CAR-150	Critical Reading	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
255	CDEV-107	Child Growth & Development	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
256	CDEV-108	Observation and Assessment for	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
257	CDEV-110	Child, Family, and Community	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
258	CDEV-111A	Princ. and Prac. of Teaching	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
259	CDEV-111B	Introduction to Curriculum for	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
260	CDEV-112	Health, Safety, and Nutrition	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
261	CDEV-114	Careers in Teaching	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
262	CDEV-116A	Infant/Toddler Growth and Deve	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
263	CDEV-116B	Infant and Toddler Care and	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
264	CDEV-120A	Development of the School-Age	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
265	CDEV-120B	School-Age Child Care and Recr	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
266	CDEV-200	Introduction to Technology in	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
267	CDEV-205	Intro to Children With Disabil	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
268	CDEV-206	Curriculum and Intervention St	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
269	CDEV-207	Supporting and Empowering Fami	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
270	CDEV-210	Creative Music Experiences for	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
271	CDEV-214	Creative Art Experiences for C	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
272	CDEV-215	Administration I: Programs in	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
273	CDEV-216	Administration Ii: Personnel a	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
274	CDEV-220	Understanding Child Abuse and	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
275	CDEV-221	Teaching in a Diverse Society	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
276	CDEV-229	Brain Development and Learning	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
277	CDEV-230	Child Guidance and Classroom	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
278	CDEV-231	Developing Language and Litera	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
279	CDEV-232	Math and Science Methods for E	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
280	CDEV-250	Adult Supervision and Mentorin	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
281	CDEV-296	Practicum - Student Teaching	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
282	CDEV-297	Analyzing and Applying Teacher	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
283	CDEV-299	Work Experience - Child Develo	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
284	CDEV-C1000	Child Growth and Development	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
285	CHEM-109	Chemistry in the Community	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
286	CHEM-115	Concepts in Physical Sciences	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
287	CHEM-209	Introductory Chemistry	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
288	CHEM-210	General, Organic and Biochem	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
289	CHEM-219	General Chemistry	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
290	CHEM-219H	Honors General Chemistry	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
291	CHEM-229	General Chemistry and Qualitat	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
292	CHEM-249	Organic Chemistry I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
293	CHEM-259	Organic Chemistry II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
294	CHNS-101	Elementary Chinese I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
295	CHNS-102	Elementary Chinese II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
296	CHST-150	Introduction to Chicana/Chican	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
297	CJ-103	Concepts of Criminal Law	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
298	CJ-205	Criminal Investigation Princip	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
299	CMPR-100	The Computer & Society	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
300	CMPR-101	Programming Survey	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
301	CMPR-104	Work Experience - IT Cybersec	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
302	CMPR-105	Visual BASIC Programming	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
303	CMPR-112	Java Programming	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
304	CMPR-113	Advanced Java	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
305	CMPR-114	Python Programming	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
306	CMPR-115	Python for Data Analytics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
307	CMPR-117	Linux Programming	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
308	CMPR-118	JavaScript Programming	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
309	CMPR-120	Introduction to Programming	3.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
310	CMPR-121	Programming Concepts	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
311	CMPR-123	Introduction to IT and Cybers	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
312	CMPR-124A	MCDST Preparation	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
313	CMPR-125	IT Help Desk Fundamentals	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
314	CMPR-126	Web Frameworks Architect	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
315	CMPR-129	Introduction to Computer Organ	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
316	CMPR-131	Data Structure Concepts	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
317	CMPR-134	Microsoft Windows Operating Sy	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
318	CMPR-136	Building a Small Office/Home	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
319	CMPR-137	Personal Computer Troubleshoot	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
320	CMPR-138	CompTIA Network+ Guide to	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
321	CMPR-139	Introduction to Cloud Computin	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
322	CMPR-140	Discrete Structures for Comp.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
323	CMPR-152	HTML	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
324	CMPR-153	A+ Essentials Hardware	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
325	CMPR-155	A+ Essentials Software	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
326	CMPR-158	Intro to Artificial Intelligen	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
327	CMPR-159	Intro to Machine Learning With	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
328	CMPR-160	Intro to Deep Learning, Neural	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
329	CMPR-167	Microsoft Access	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
330	CMPR-168	MS SQL Database Development	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
331	CMPR-169	Structured Query Lang (SQL)	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
332	CMPR-170	Introduction to Oracle	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
333	CMPR-173	Introduction to Networking Tec	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
334	CMPR-175	CompTIA Security+ Guide to Ne	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
335	CMPR-177	Ethical Hacking	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
336	CMPR-205	Advanced Visual Basic	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
337	CMPR-212	Designing and Integrating IoT	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
338	CMPR-213	C# Programming	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
339	CMPR-214	AI Dev I: Coding & Workflow	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
340	CMPR-215	Advanced Python Programming	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
341	CMPR-247	Windows Server Operating Syste	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
342	CMPR-248	Adv Cloud Database Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
343	CMSD-201	Visual Reporting	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
344	CMST-100	Introduction to Communication	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
345	CMST-101	Introduction to Interpersonal	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
346	CMST-101H	Honors Introduction to Interpe	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
347	CMST-102H	Honors Public Speaking	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
348	CMST-103	Introduction to Intercultural	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
349	CMST-103H	Honors Introduction to Intercu	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
350	CMST-113	Introduction to Storytelling	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
351	CMST-140	Argumentation & Debate	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
352	CMST-145	Group Dynamics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
353	CMST-150	Organizational Communication	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
354	CMST-151	Voice & Diction for Effective	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
355	CMST-206	Gender Communication	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
356	CMST-206H	Honors Gender Communication	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
357	CNSL-100	Lifelong Understanding and Sel	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
358	CNSL-103	Educational Planning	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
359	CNSL-104	Personal and Goal Development	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
360	CNSL-106	Inquiries Into Higher Educatio	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
361	CNSL-107	The Freshman Experience	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
362	CNSL-110	University Transfer Research	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
363	CNSL-111	Learning Skills Development	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
364	CNSL-114	Careers in Teaching	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
365	CNSL-116	Career/Life Planning & Persona	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
366	CNSL-121	Introduction to STEM Study	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
367	CNSL-122	STEM Study Strategies	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
368	CNSL-124	College Success and Personal G	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
369	CNSL-125	Exploring Leadership	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
370	CNSL-128	Introduction to Community Acti	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
371	CNSL-135	Understanding Disability	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
372	CNSL-144	Reasoning and Problem Solving	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
373	CNSL-150	Introduction to Social Work	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
374	CNSL-155	Skills for the Helping Profess	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
375	CNSL-170	Human Services/Social Work Rel	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
376	CNSL-175	Work Experience-Social Work	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
377	CNSL-220	Understanding Child Abuse and	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
378	COMM-C1000	Intro. to Public Speaking	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
379	COMM-C1000H	Intro to Public Speaking - H	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
380	COMM-C1004	Interpersonal Communication	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
381	COMM-C1004H	Interpersonal Communicati. - H	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
382	CULN-100	Introduction to Culinary Arts	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
383	CULN-101	Intr to Hospitality Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
384	CULN-110	Food Safety and Sanitation	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
385	CULN-116	Principles of Food Preparation	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
386	CULN-120	Introduction to Culinary Skill	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
387	CULN-130	International Cuisine	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
388	CULN-140	Baking Fundamentals I	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
389	CULN-150	Principles of Pantry	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
390	CULN-160	Principles of Beverage Servic	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
391	CULN-190	Food & Beverage Production Mgm	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
392	CULN-200	Business Practices for Culn	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
393	CULN-201	Introduction to Hotel Manageme	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
394	CULN-202	Hospitality Cost Control	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
395	CULN-203	Intr to Food & Beverage Manag.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
396	CULN-205	Hospitality Law	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
397	CULN-220	Adv. Culinary Skills & Princip	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
398	CULN-230	Regional American Cuisine	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
399	CULN-240	Vegetarian Cuisine	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
400	CULN-250	Modern and Sustainable Cuisine	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
401	CULN-299	Work Experience - Culinary	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
402	DETT-101	Introduction to Diesel-Electri	2.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
403	DETT-115	Heavy Duty Mobile Hydraulics	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
404	DETT-121	Diesel Engines	4.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
405	DETT-131	Transmissions and Drive Train	4.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
406	DETT-132	Alternative Fuels, Diesel, Emi	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
407	DETT-141	Medium/Heavy Duty Chassis Syst	4.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
408	DETT-161	Electrical/Electronic Systems	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
409	DETT-165	Diesel-Electric Transport Refr	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
410	DETT-168	High Voltage and Electrical Sy	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
411	DETT-171	Heating, Ventilation, and Air	3.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
412	DETT-181	Introduction to Preventative	5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
413	DETT-201	Introduction to Transit System	0.3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
414	DETT-202	Transit Preventative Maintenan	0.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
415	DETT-203	Transit Vehicle Electrical Sys	2.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
416	DETT-205	Transit Vehicle Air Brake Syst	1	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
417	DETT-206	Transit Vehicle Automatic Tran	1	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
418	DETT-207	Transit Vehicle Engines	2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
419	DETT-208	Transit Vehicle Heating, Venti	1	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
420	DETT-209	Transit Vehicle Dr Train	1	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
421	DETT-210	Transit Vehicle Wheelchair Lif	0.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
422	DETT-299	Work Experience - Diesel-Elect	0.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
423	DM-100	Introduction to Electronic Med	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
424	DM-101	TV and Society: A Visual Hist	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
425	DM-102	History of Global Cinema	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
426	DM-103	History of Film to 1945	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
427	DM-104	History of Film From 1945 to P	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
428	DM-105	History of Latin American Cine	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
429	DM-107	History of Animation	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
430	DM-110	Introduction to Television Pro	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
431	DM-112	Introduction to Video Editing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
432	DM-113	Introduction to Digital Media	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
433	DM-115A	Single-Camera Production & Ed	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
434	DM-115B	Advanced Single-Camera Product	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
435	DM-120	Beginning Screenwriting for	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
436	DM-121	Intermediate Screenwriting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
437	DM-121A	Fundamentals of Typography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
438	DM-121B	Advanced Typography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
439	DM-122	Principles of Graphic Design	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
440	DM-123	Advanced Screenwriting for	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
441	DM-125	Work Experience - Digital Medi	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
442	DM-130	Broadcasting for News & Sports	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
443	DM-140	Cinematography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
444	DM-142	Acting for the Camera	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
445	DM-150	Producing and Directing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
446	DM-152	Beginning Audio Production	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
447	DM-157	Directing for Single-Camera	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
448	DM-162	Digital Illustration I	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
449	DM-164	Web Design	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
450	DM-165	3D Character Animation	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
451	DM-168	Agency Graphic Design Producti	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
452	DM-169	Game Design & Develop Team	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
453	DM-170	Drone Pilot License Test Prep	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
454	DM-171	Drone Pilot Training	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
455	DM-175	Drone Cinematography & Editing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
456	DM-191A	Layout Design	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
457	DM-192A	Digital Illustration II: Adva	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
458	DM-193	Motion Graphics Adobe Aft	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
459	DM-195	Introduction to Digital Media	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
460	DM-196A	3D Modeling: The Fundamentals	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
461	DM-196B	3D Modeling Intermediate	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
462	DM-197A	3D Animation Fundamentals	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
463	DM-215	Advanced Single-Camera/Digital	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
464	DM-230A	Beginning News & Sports Produc	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
465	DM-230B	Intermediate News & Sports Pro	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
466	DM-230C	Advanced News & Sports Product	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
467	DM-230D	Executive News & Sports Produc	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
468	DM-240	Agency Film Production	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
469	DM-255	Motion Picture Technical	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
470	DM-256	Intermediate Motion Picture	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
471	DM-257	Advanced Motion Picture Techni	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
472	DM-260	Lighting Fundamentals	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
473	DM-265	Documentary Film Production	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
474	DNCE-009A	Dance Laboratory I	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
475	DNCE-009B	Dance Laboratory II	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
476	DNCE-009C	Dance Laboratory III	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
477	DNCE-009D	Dance Laboratory IV	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
478	DNCE-100	Dance History & Appreciation	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
479	DNCE-100H	Honors Dance History & Appreci	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
480	DNCE-101	Dance As Communication	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
481	DNCE-102	Introduction to Dance Forms	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
482	DNCE-104	Hist. & Apprec. of Screendance	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
483	DNCE-105	World Dance and Cultures	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
484	DNCE-106A	Introduction to Modern Dance I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
485	DNCE-106B	Intro to Modern Dance II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
486	DNCE-107A	Dance Concert Performance - I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
487	DNCE-107B	Dance Concert Performance - II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
488	DNCE-107C	Dance Concert Performance III	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
489	DNCE-107D	Dance Concert Performance - IV	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
490	DNCE-108A	Introduction to Ballet - I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
491	DNCE-108B	Introduction to Ballet - II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
492	DNCE-109A	Pilates Mat I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
493	DNCE-109B	Pilates Mat II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
494	DNCE-109C	Pilates Mat III	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
495	DNCE-110	Beginning Mexican Folk Dance	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
496	DNCE-111	Intermediate Mexican Folk	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
497	DNCE-112A	Introduction to Ethnic Dance	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
498	DNCE-113A	Introduction to Flamenco Dance	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
499	DNCE-113B	Introduction to Flamenco Dance	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
500	DNCE-114	Conditioning for Dance	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
501	DNCE-115A	Tap Dance Fundamentals I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
502	DNCE-118	Introduction to Caribbean and	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
503	DNCE-119A	Introduction to Jazz Dance	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
504	DNCE-119B	Introduction to Jazz Dance	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
505	DNCE-120A	Introduction to Hip-Hop Dance	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
506	DNCE-120B	Intro to Hip Hop Dance II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
507	DNCE-122A	Commercial Dance I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
508	DNCE-122B	Commercial Dance II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
509	DNCE-123	Introduction to Salsa Dance	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
510	DNCE-124A	Salsa Dance I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
511	DNCE-125A	Commercial Dance III	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
512	DNCE-125B	Commercial Dance IV	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
513	DNCE-126A	Latin Ballroom Fundamentals I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
514	DNCE-126B	Latin Ballroom Fundamentals II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
515	DNCE-127A	Standard Ballroom I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
516	DNCE-127B	Standard Ballroom II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
517	DNCE-133A	Musical Theatre Dance Tech. I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
518	DNCE-133B	Musical Theatre Dance Tech. II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
519	DNCE-140	Dance Repertory Workshop	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
520	DNCE-140A	Dance Repertory Workshop I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
521	DNCE-140B	Dance Repertory Workshop II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
522	DNCE-180	Professional Studio Practices	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
523	DNCE-199	Independent Study	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
524	DNCE-201A	Ballet I	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
525	DNCE-201B	Ballet II	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
526	DNCE-201C	Ballet III	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
527	DNCE-201D	Ballet IV	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
528	DNCE-202A	Choreography I	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
529	DNCE-202B	Choreography for Dance Majors	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
530	DNCE-204A	Dance Production I	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
531	DNCE-204B	Dance Production II	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
532	DNCE-204C	Dance Production III	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
533	DNCE-204D	Dance Production IV	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
534	DNCE-205A	Dance Touring Ensemble I	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
535	DNCE-205B	Dance Touring Ensemble II	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
536	DNCE-205C	Dance Touring Ensemble III	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
537	DNCE-205D	Dance Touring Ensemble IV	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
538	DNCE-206A	Modern Dance I	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
539	DNCE-206B	Modern Dance II	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
540	DNCE-209	Modern Dance III	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
541	DNCE-210	Modern Dance IV	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
542	DNCE-211A	Mexican Folk Dance I	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
543	DNCE-211B	Mexican Folk Dance II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
544	DNCE-212A	Mexican Folk Dance III	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
545	DNCE-212B	Mexican Folk Dance IV	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
546	DNCE-213	Ballet III	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
547	DNCE-214	Ballet IV	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
548	DNCE-219A	Jazz Dance I	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
549	DNCE-219B	Jazz Dance II	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
550	DNCE-220	Jazz Dance III	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
551	DNCE-221	Jazz Dance IV	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
552	DNCE-226A	Latin Ballroom III	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
553	DNCE-226B	Advanced Latin Ballroom IV	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
554	DNCE-227A	American Smooth Ballroom III	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
555	DNCE-227B	Advanced Smooth Ballroom IV	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
556	DNCE-240A	Repertory I	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
557	DNCE-240B	Repertory II	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
558	DNCE-240C	Repertory III	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
559	DNCE-240D	Repertory IV	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
560	DNCE-250A	Hip Hop Dance I	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
561	DNCE-250B	Hip-Hop Dance II	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
562	DNCE-251	Hip-Hop Dance III	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
563	DNCE-260	Somatic Practices in Dance	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
564	DNCE-261	Somatic Practices in Modern	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
565	DNCE-262	Somatic Practices in Ballet	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
566	DNCE-263	Somatic Practices in Jazz	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
567	DNCE-270	Dance Practicum	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
568	DNCE-290	Choreography for the Camera	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
569	DNCE-291	Dance Film Production	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
570	DNCE-296	Special Studies in Modern	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
571	DNCE-297	Special Studies in Jazz Dance	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
572	DNCE-298	Special Studies in Ballet Danc	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
573	DSL-211	Hydrogen Fuel Cell Safety	0.2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
574	DSL-212	Hydrogen Fuel Cells	1	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
575	DSL-213	Hydrogen Used for Fuel Cells	1	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
576	DSL-214	Fuel Cell High Voltage Systems	1	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
577	ECON-120	Principles/Macro	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
578	ECON-C2001	Principles of Microeconomics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
579	ECON-C2002	Principles of Macroeconomics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
580	EDUC-105	Exploration in the Field of Ed	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
581	EDUC-114	Tutoring Reading in Elementary	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
582	EDUC-120A	Development of the School-Age	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
583	EDUC-120B	School-Age Child Care and	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
584	EDUC-201	Introduction to Elementary Cla	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
585	EDUC-203	Introduction to Children With	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
586	EDUC-204	Proficiency in Educational Tec	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
587	EDUC-210	The Teaching Experience: Secon	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
588	EMLS-103	Grammar for Better Writing I	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
589	EMLS-104	College Reading and Writing I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
590	EMLS-105	Grammar for Better Writing II	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
591	EMLS-106	College Reading and Writing II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
592	EMLS-110	Introduction to the Essay	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
593	EMLS-112	Advanced Composition	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
594	ENGL-062	Writing Center	0	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
595	ENGL-066	Route to Writing Success	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
596	ENGL-102	Literature and Composition	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
597	ENGL-102H	Honors Literature and Composit	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
598	ENGL-104	Language and Culture	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
599	ENGL-104H	Honors Language & Culture	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
600	ENGL-213	Creative Writing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
601	ENGL-220	Survey of the Bible As Literat	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
602	ENGL-222	Essential Information for Eng	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
603	ENGL-231	Survey of English Literatur I	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
604	ENGL-232	Survey of English Literatur II	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
605	ENGL-233A	Shakespeare's Comedies and Rom	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
606	ENGL-233B	Shakespeare's Tragedies & Hist	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
607	ENGL-233C	Shakespeare's Theatre	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
608	ENGL-241	Survey of American Literature	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
609	ENGL-242	Survey of American Literature,	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
610	ENGL-243	The Modern American Novel	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
611	ENGL-245	The Image of African-Americans	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
612	ENGL-246	Survey of Chicano Literature	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
613	ENGL-270	Children's Literature	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
614	ENGL-271	Survey of World Literature I	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
615	ENGL-272	Survey of World Literature II	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
616	ENGL-278	Survey of Literature by Women	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
617	ENGL-C1000	Academic Reading and Writing	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
618	ENGL-C1000E	Academic Reading and Writing	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
619	ENGL-C1000H	Academic Reading & Writing - H	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
620	ENGL-C1001	Critical Thinking and Writing	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
621	ENGL-C1001H	Critical Thinking & Writ. - H	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
622	ENGL-C1003	Critical Think. & Writ. - Lite	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
623	ENGL-C1003H	Criti. Think. & Writ. Lite - H	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
624	ENGR-012	Civil/Architectural Blueprint	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
625	ENGR-051	Introduction to Drafting and	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
626	ENGR-060	Robotics Survey	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
627	ENGR-100A	Introduction to Engineering	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
628	ENGR-100B	Introduction to Civil Engineer	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
629	ENGR-103	Solidworks Beginning Solid Mod	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
630	ENGR-104	Solidworks Intermediate Solid	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
631	ENGR-105	Solidworks Advanced Solid Mode	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
632	ENGR-111	Basic Mechanical Blueprint Rea	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
633	ENGR-114	Geometric Dimensioning and Tol	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
634	ENGR-118	Surveying	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
635	ENGR-119	Advanced Plane Surveying	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
636	ENGR-122	Engineering Drawing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
637	ENGR-125	Engineering Graphics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
638	ENGR-131	Introduction to Mechatronics	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
639	ENGR-132	Introduction to Robotics	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
640	ENGR-133	Mechatronics I	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
641	ENGR-134	Mechatronics II	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
642	ENGR-154	Revit and Civil Drafting	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
643	ENGR-158	Basic Machining Concepts Oper	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
644	ENGR-183	AutoCAD I	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
645	ENGR-184	AutoCAD II	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
646	ENGR-185	Civil 3D	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
647	ENGR-235	Statics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
648	ENGR-240	Dynamics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
649	ENGR-250	Electric Circuits	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
650	ENGR-250L	Electric Circuits Laboratory	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
651	ENGR-280	Strength of Materials	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
652	ENTR-100	Introduction to Innovation and	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
653	ENTR-105	Social Media and Digital Mark.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
654	ENTR-111	Entrepreneur/Business Case Stu	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
655	ENTR-130	Business Writing for Social	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
656	ENTR-140	Fashion E-Commerce	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
657	ENVR-140	Environmental Geology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
658	ENVR-140L	Environmental Geology Lab	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
659	ENVR-200	Human Ecology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
660	ENVR-259	Environmental Biology	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
661	ENVR-262	Undergraduate Research Experie	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
662	ERTH-110	Planet Earth: Intro to Earth	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
663	ERTH-110H	Planet Earth: Honors Intro to	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
664	ERTH-115	Earth Science for Educators	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
665	ERTH-125	Introduction to Climate Scien.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
666	ERTH-150	Introduction to Oceanography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
667	ERTH-150H	Honors Introduction to Oceanog	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
668	ETHN-102	The Borderlands: Cultural Cont	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
669	ETHN-102H	Honors The Borderlands: Cultu	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
670	ETHN-150	Introduction to Ethnic Studies	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
671	ETHN-150H	Honors Introduction to Ethnic	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
672	FDM-052	Knit and Swim Suit Sewing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
673	FDM-058	Decorative Apparel	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
674	FDM-080	Embroidery	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
675	FDM-081	Screen Printing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
676	FDM-081L	Fabric Printing Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
677	FDM-082	Screen Printing Advanced Tech	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
678	FDM-100	Introduction to the Fashion	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
679	FDM-101	Buying and Merchandising	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
680	FDM-102	Promotion and Coordination	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
681	FDM-103	Fashion Selection	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
682	FDM-104	Textile Fibers & Fabrics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
683	FDM-105A	Beginning Sewing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
684	FDM-105AL	Fashion Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
685	FDM-105B	Intermediate Sewing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
686	FDM-106	Couture Sewing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
687	FDM-107	Custom Tailoring	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
688	FDM-108	RTW Apparel Quality and Const	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
689	FDM-109	Flat Pattern Techniques	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
690	FDM-110	Corset Construction	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
691	FDM-111A	Fashion Illustration Technique	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
692	FDM-111AL	Computer Fashion Laboratory	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
693	FDM-112	Intermediate Flat Pattern	3.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
694	FDM-113	Fashion Draping	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
695	FDM-114	3D Design	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
696	FDM-114C	3D Design - Swimwear	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
697	FDM-114D	3D Design - Denim	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
698	FDM-115	3D Design- Intermediate	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
699	FDM-117	Digital Machine Knitting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
700	FDM-125	Visual Display Merchandising	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
701	FDM-136	Introduction to Stage Costume	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
702	FDM-140	Fashion E-Commerce	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
703	FDM-212	Advanced Draping	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
704	FDM-213	Apparel Line Production	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
705	FDM-214	Tech-Packs for Manufactured Ap	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
706	FDM-215	Computer Fashion Illustration	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
707	FDM-216	Computerized Garment Pattern	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
708	FDM-299	Work Experience - Fashion Desi	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
709	FREN-101	Elementary French 1	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
710	FREN-102	Elementary French II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
711	FREN-201	Intermediate French I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
712	FREN-201H	Honors Intermediate French I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
713	FREN-202	Intermediate French II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
714	FREN-202H	Honors Intermediate French II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
715	FREN-211	Intermediate Conversation and	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
716	FREN-214	Intermediate Conversation & Co	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
717	FTC-101	Fire Protection Organization	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
718	FTC-102	Fire Behavior and Combustion	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
719	FTC-103	Princ. of Fire Emergncy Servi	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
720	FTC-104	Fire Prevention	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
721	FTC-105	Bldg Construction for Fire	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
722	FTC-106	Fire Protection Systems	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
723	FTC-121	Physical Fitness for Public Sa	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
724	FTC-121L	Physical Fitness for Public Sa	0.3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
725	GEOG-100	World Regional Geography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
726	GEOG-100H	Honors World Regional Geograph	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
727	GEOG-101	Intro. to the Natural Environ.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
728	GEOG-101L	Intro to the Natural Environme	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
729	GEOG-102	Cultural Geography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
730	GEOG-130	Introduction to Weather and	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
731	GEOG-140	California Geography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
732	GEOG-155	Introduction to Geographic Inf	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
733	GEOL-101	Dynamic Earth: Introduction	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
734	GEOL-101L	Dynamic Earth: Intro to Geo. L	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
735	GEOL-112	Earthquakes	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
736	GEOL-140	Environmental Geology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
737	GEOL-140L	Environmental Geology Lab	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
738	GEOL-150	Introduction to Oceanography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
739	GEOL-150H	Honors Introduction to Oeanogr	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
740	GEOL-162	Geologic Field Studies of the	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
741	GEOL-164	Geologic Field Studies of the	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
742	GEOL-168	Geologic Field Studies of the	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
743	GEOL-169	Geologic Field Studies of San	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
744	GEOL-170	Geologic Field Studies of the	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
745	GEOL-171	Geology Field Studies of Sequo	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
746	GEOL-172	Geologic Field Studies of the	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
747	GEOL-173	Geologic Field Studies of Deat	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
748	GEOL-174	Geologic Field Studies of Josh	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
749	GEOL-201	The Earth Through Time	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
750	HIST-101	World Civilizations to the 16T	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
751	HIST-101H	Honors World Civilizations to	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
752	HIST-102	World Civilizations Since the	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
753	HIST-102H	Honors World Civilizations Sin	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
754	HIST-105	Ancient Mesoamerican Civilizat	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
755	HIST-118	Social & Cultural History of T	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
756	HIST-120	The United States to 1877	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
757	HIST-120H	Honors The US to 1877	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
758	HIST-121H	Honors the United States Since	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
759	HIST-123	African American Hist to 1865	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
760	HIST-124	Mexican American History in Th	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
761	HIST-124H	Honors Mexican American Histor	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
762	HIST-125	Native Americans in the U.S	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
763	HIST-127	Women in U.S. History	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
764	HIST-129	LGBTQ+ History in the U.S.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
765	HIST-133	History of California	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
766	HIST-146	African American History From	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
767	HIST-150	Latin American Civilization to	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
768	HIST-151	Modern Latin American Civiliza	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
769	HIST-153	History of Mexico	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
770	HIST-181	Survey of Chicana/Latina Women	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
771	HIST-C1001	United States History to 1877	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
772	HIST-C1001H	US History to 1877 - Honors	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
773	HIST-C1002	US History since 1865	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
774	HIST-C1002H	US History since 1865 - H	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
775	IDS-121	Humanities Through the Arts	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
776	IDS-200	Introduction to Liberal Studie	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
777	INFO-100	Library Research Fundamentals	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
778	INFO-103	Researching in the Digital Age	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
779	INFO-105	AI Literacy	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
780	ITAL-120	Elementary Italian I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
781	ITAL-121	Elementary Italian II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
782	JAMS-102	Multimedia Storytelling	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
783	JAMS-103	Introduction to Visual Communi	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
784	JAMS-105	Mass Media & Society	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
785	JAMS-110	Introduction to Creative Nonfi	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
786	JAMS-111	Media, Race and Gender	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
787	JAMS-121	Reporting and Writing the News	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
788	JAMS-123A	Multimedia News Production	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
789	JAMS-123B	Intermediate Multimedia News P	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
790	JAMS-123C	Advanced Intermediate Multimed	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
791	JAMS-123D	Advanced Multimedia News Produ	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
792	JAMS-150	Introduction to Public Relatio	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
793	JAMS-160	Introduction to Photojournalis	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
794	JAMS-201	Visual Reporting	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
795	JAMS-210	Public Affairs Reporting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
796	JAMS-222	Writing Across Media	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
797	JAPN-101	Elementary Japanese I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
798	JAPN-102	Elementary Japanese II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
799	KNHE-101	Healthful Living	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
800	KNHE-101H	Honors Healthful Living	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
801	KNHE-102	Women's Health Issues	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
802	KNHE-103	Men's Health Issues	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
803	KNHE-104	Nutrition and Fitness	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
804	KNHE-106	Cardiopulmo Resus. FirstAid	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
805	KNHE-108	Stress Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
806	KNHE-111	Introduction to Public Health	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
807	KNHE-112	Health and Social Justice	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
808	KNPR-101	Introduction to Kinesiology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
809	KNPR-110	Kinesiology-Related Occupation	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
810	KNPR-125	Sport Psychology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
811	KNPR-150	Sport and Society	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
812	KNPR-155	Theory of Soccer	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
813	KNPR-156	Sport Psychology Applications	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
814	KNPR-160	Sport and Fitness Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
815	KNPR-165	Theory of Softball	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
816	KNPR-170	Sport Ethics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
817	KNPR-175	Theory of Football	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
818	KNPR-195	Student Athlete Success	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
819	KNPR-196	Sport Psychology Applications	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
820	KNPR-200	Theory of Baseball	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
821	KNPR-202	Introduction to Personal Train	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
822	KNPR-205	Techniques of Exercise Leaders	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
823	KNPR-217	Theory of Basketball	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
824	KNPR-218	Sport Psychology Applications	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
825	KNPR-275	Sport Psychology App. Footbal	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
826	KNSM-101	Introduction to Sports Medicin	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
827	LAW-100	Law and Society	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
828	LAW-105	Legal Environment of Business	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
829	LAW-110	Legal Terminology	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
830	LAW-120	Computers in the Law Office	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
831	LAW-121	Legal Ethical Reasoning	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
832	LAW-133	Legal Interpretation and Trans	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
833	LAW-143	Legal Interp. & Trans. Vietnam	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
834	LAW-170	Mock Trial	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
835	LAW-299	Co-opWork Exp Edu.-Occupation	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
836	LIBR-054	Children's Library Services	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
837	LIBR-101	Introduction to Library Techno	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
838	LIBR-102	Information Sources for Parapr	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
839	LIBR-104	Organization of Information	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
840	LIBR-108	Introduction to Archives	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
841	LIBR-110	Library Technical Services	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
842	LIBR-112	Introduction to Digital Collec	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
843	LIBR-120	Arrangement and Description	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
844	LIBR-122	Library Public Services	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
845	LIBR-124	Work Experience - Library Tech	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
846	MA-001	Work Experience - Medical Assi	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
847	MA-020	Bloodborne & Airborne Pathogen	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
848	MA-030	Phlebotomy	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
849	MA-051A	Beginning Medical Terminology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
850	MA-051B	Advanced Medical Terminology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
851	MA-053	Medical Assistant - Admin Fron	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
852	MA-054	Preparation of Medical Insuran	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
853	MA-055	Medical Assistant-Clinical Bac	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
854	MA-056	Computer Applications for the	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
855	MATH-019	Support for Math 219 Probabili	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
856	MATH-030	Coping With Math Anxiety	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
857	MATH-040	Support for College Algebra	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
858	MATH-072	Explorations in the Calculus	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
859	MATH-087	Support for Calculus I	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
860	MATH-105	Mathematics for Liberal Arts	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
861	MATH-140	College Algebra	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
862	MATH-140S	College Algebra With Support	4.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
863	MATH-150	Calculus for Biological, Manag	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
864	MATH-162	Trigonometry	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
865	MATH-170	Pre-Calculus Mathematics	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
866	MATH-172	Algebra & Trigonometry for Cal	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
867	MATH-180E	Calculus I: Early Transcendent	4.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
868	MATH-204	Math Concepts for Elemen Teach	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
869	MATH-204L	Mathematics Content for Elemen	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
870	MATH-280	Intermediate Calculus	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
871	MATH-287	Intro to Lin Alg and Diff Eq	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
872	MATH-C2210	Calculus I: Early Transcendent	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
873	MATH-C2220	Calculus II: Early Transcend.	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
874	MGMT-111	Principles of Retailing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
875	MGMT-120	Principles of Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
876	MGMT-121	Human Relations & Organization	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
877	MGMT-122	Business Communications	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
878	MGMT-125	Organizational Leadership	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
879	MGMT-130	Intr to Hospitality Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
880	MGMT-135	Human Resource Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
881	MGMT-203	Intr to Food & Beverage Manag.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
882	MKTG-111	Principles of Retailing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
883	MKTG-113	Principles of Marketing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
884	MKTG-116	Global Marketing: Selling	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
885	MKTG-120	Understanding Consumer Behavio	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
886	MKTG-121	Negotiating - Getting to a Win	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
887	MKTG-122	Sales Strategies That Build	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
888	MKTG-123	Marketing and Technology	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
889	MKTG-124	Cause Marketing and Public Rel	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
890	MKTG-125	Advertising and Promotion	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
891	MKTG-126	Distributing Product & Service	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
892	MKTG-127	Introduction to E-Commerce	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
893	MKTG-128	Advertising and Distribution	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
894	MKTG-129	Sales, Negotiation, and Consum	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
895	MKTG-130	Business Writing for Social	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
896	MNFG-096	Manufacturing Technology Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
897	MNFG-103	Solidworks Beginning Solid Mo	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
898	MNFG-104	Solidworks Intermediate Solid	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
899	MNFG-105	SolidWorks Adv Solid Modeling	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
900	MNFG-106	Solidworks Drawings	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
901	MNFG-107	SolidWorks CSWA Exam Prep	2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
902	MNFG-111	Basic Mechanical Blueprint Rea	2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
903	MNFG-114	Geometric Dimensioning and Tol	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
904	MNFG-115	QC1 Quality Inspection	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
905	MNFG-116	QC Operations with Verisurf	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
906	MNFG-117	QC Operations with PC-DMIS CM	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
907	MNFG-118	QC Operations with PC-DMIS CM	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
908	MNFG-119	QC2: Quality Theory	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
909	MNFG-120	Intro Medical Device Quality	2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
910	MNFG-121	Quality Control for Medical	2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
911	MNFG-128	Basic Metals Technology	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
912	MNFG-130A	CATIA I	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
913	MNFG-130B	CATIA II	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
914	MNFG-140	Basic ESPRIT EDGE	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
915	MNFG-141	Advanced ESPRIT EDGE	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
916	MNFG-153	Technical Mathematics	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
917	MNFG-158	Basic Machining Concepts and	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
918	MNFG-159	Adv Conv Lathe Concepts/Operat	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
919	MNFG-168	Advanced Milling Concepts and	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
920	MNFG-169	Conventional Machining Job	0.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
921	MNFG-171	CNC Program Writing	4	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
922	MNFG-173	Mastercam 2D Geometry, 2D	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
923	MNFG-174	CNC Mill Set-up and Operation	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
924	MNFG-175	Mastercam 3D Geometry, 3D	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
925	MNFG-176	CNC Turning Center Set Up & O	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
926	MNFG-177	Mastercam-3D Toolpath & Cam	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
927	MNFG-178	Mastercam Multi-axis Lathe	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
928	MNFG-184	Advanced CNC Mill Set Up	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
929	MNFG-186	Advanced CNC Lathe Programmin	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
930	MNFG-194	CNC Horizontal Mill Set-up	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
931	MNFG-195	Mastercam 5-axis Mill Toolpat	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
932	MUS-009A	Music Laboratory	0.3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
933	MUS-009B	Music Laboratory II	0.3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
934	MUS-009C	Music Laboratory III	0.3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
935	MUS-009D	Music Laboratory IV	0.3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
936	MUS-101	Music Appreciation	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
937	MUS-101H	Honors Music Appreciation	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
938	MUS-102	World Music	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
939	MUS-102H	Honors World Music	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
940	MUS-103	Jazz in America	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
941	MUS-104	Rock Music History and Appreci	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
942	MUS-105	Film Music Appreciation	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
943	MUS-109	Reading & Making Music	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
944	MUS-110	Music Fundamentals and Culture	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
945	MUS-111	Music Theory and Musicianship	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
946	MUS-112	Music Theory & Musicianshi II	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
947	MUS-113A	Basic Musicianship Skills	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
948	MUS-113B	Musicianship Skills	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
949	MUS-114A	Musicianship	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
950	MUS-114B	Musicianship IV	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
951	MUS-115A	Applied Music (Private Instru	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
952	MUS-115B	Applied Music (Private Instru	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
953	MUS-115C	Applied Music (Private Instru	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
954	MUS-115D	Applied Music (Private Instru	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
955	MUS-121	Beginning Voice	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
956	MUS-122	Intermediate Voice	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
957	MUS-123	Advanced Voice	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
958	MUS-124	Advanced Vocal Production & Re	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
959	MUS-130	Vocal Production and Reper.	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
960	MUS-135	Concert Chorale	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
961	MUS-136	Collegiate Choir	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
962	MUS-137	Chamber Choir	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
963	MUS-140	Instrumental Methods for Winds	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
964	MUS-141	Instrumental Ensembles	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
965	MUS-142	Creating Music on the Digital	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
966	MUS-143	Intermediate Techniques on the	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
967	MUS-144	Projects in Electronic Music	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
968	MUS-145	Jazz Improvisation and Perform	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
969	MUS-146	Digital Recording Studio Techn	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
970	MUS-147	Digital Recording Studio Sound	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
971	MUS-148	Music Scoring for Film and Mul	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
972	MUS-149	The Business of Music	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
973	MUS-152	Beginning Audio Production	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
974	MUS-153	Video Game Music and Sound Des	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
975	MUS-161	Class Piano I	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
976	MUS-162	Class Piano II	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
977	MUS-163	Class Piano III	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
978	MUS-164A	Intermediate Piano Repertoire	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
979	MUS-164B	Intermediate Piano Repertoire	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
980	MUS-168	Stylistic Interpretation of Pi	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
981	MUS-169	Harmonization at the Keyboard	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
982	MUS-171	Concert Band	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
983	MUS-173	Beginning Rhythms in Percussio	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
984	MUS-175	Jazz Ensemble	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
985	MUS-176	Jazz Band	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
986	MUS-178	Mariachi	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
987	MUS-180A	String Methods	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
988	MUS-180B	Intermediate String Methods	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
989	MUS-180C	Advanced String Methods	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
990	MUS-181	Chamber Orchestra	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
991	MUS-185	Beginning Classical Guitar	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
992	MUS-186	Intermediate Classical Guitar	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
993	MUS-187	Advanced Classical Guitar	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
994	MUS-188	Advanced Classical Guitar Tech	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
995	MUS-189	Guitar Ensemble	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
996	MUS-190	Introduction to ProTools	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
997	MUS-213	Music Theory III	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
998	MUS-214	Music Theory IV	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
999	MUS-215A	Applied Music (Advanced Priva	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1000	MUS-216	Advanced Harmony & Composition	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1001	MUS-217	Advanced Harmony & Composition	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1002	MUS-241	Chamber Music Ensemble	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1003	MUS-245	Intermediate Jazz Improvisat.	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1004	MUS-268	Intermediate Keyboard	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1005	MUS-269	Int Harmony Keyboard	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1006	MUS-271	Symphonic Band	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1007	NUTR-101	The Food System and Career Opp	1.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1008	NUTR-110	Food Safety and Sanitation	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1009	NUTR-112	Food Service Nutrition	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1010	NUTR-115	Nutrition	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1011	NUTR-115H	Honors Nutrition	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1012	NUTR-116	Principles of Food Preparation	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1013	NUTR-120	Food and Culture	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1014	NUTR-121	Sports Nutrition	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1015	PARA-100	Law and Society	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1016	PARA-101	Law Office Management	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1017	PARA-105	Work Experience - CLIRRC	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1018	PARA-107	Principles and Procedures in T	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1019	PARA-117	Global Commerce and Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1020	PARA-120	Computers in the Law Office	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1021	PARA-121	Legal Ethical Reasoning	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1022	PARA-122	Advanced Life Planning	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1023	PARA-131	Advanced ADR Practice	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1024	PARA-132	Family Law and Procedure	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
1025	PARA-133	Workers Compensation Law & Pro	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1026	PARA-134	Estate Planning and Administra	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1027	PARA-135	Bankruptcy Law & Procedure	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1028	PARA-136	Landlord Tenant Law and Proced	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1029	PARA-138	Law of Business Organizations	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1030	PARA-139	Fundamentals of Labor Law	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1031	PARA-140	Immigration Law & Procedure	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1032	PARA-144	Introduction to eDiscovery	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1033	PARA-145	Civil Litigation Overview	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1034	PARA-146	Tort Law and Alternative	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1035	PARA-150	Legal Transactions	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1036	PARA-205	Hospitality Law	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1037	PARA-246	Legal Research and Analysis	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1038	PARA-248	Advanced Research & Writing	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1039	PARA-297	The Professional Paralegal	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1040	PARA-299	Work Experience - Paralegal	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1041	PHAR-048	Introduction to Pharmacy Techn	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1042	PHAR-051	Body Systems I	3.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1043	PHAR-052	Body Systems II	3.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1044	PHAR-055	Pharmacy Calculations	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1045	PHAR-056	Pharmacy Operations	4.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1046	PHAR-056L	Pharmacy Technology Skills Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1047	PHAR-057	Inpatient Pharmacy Services	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1048	PHAR-057L	Pharmacy Technology Skills Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1049	PHAR-060	Sterile Products	4.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1050	PHAR-060L	Pharmacy Technology Skills Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1051	PHAR-072A	Pharmacy Technology Externship	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1052	PHAR-072B	Pharmacy Technology Externship	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
1053	PHAR-072C	Pharmacy Technology Externship	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1054	PHAR-072L1	Pharmacy Technology Skills Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1055	PHAR-072L2	Pharmacy Technology Skills Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1056	PHAR-072L3	Pharmacy Technology Skills Lab	0.1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1057	PHIL-106	Introduction to Philosophy	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1058	PHIL-106H	Honors Introduction to Philoso	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1059	PHIL-108	Ethics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1060	PHIL-110	Critical Thinking	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1061	PHIL-110H	Honors Critical Thinking	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1062	PHIL-111	Introductory Logic	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1063	PHIL-112	World Religions	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1064	PHIL-118	History of Philosophy	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1065	PHOT-009	Photography Lab	0.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1066	PHOT-160	Introduction to Photojournalis	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1067	PHOT-180	Beginning Photography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1068	PHOT-185A	Landscape Photography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1069	PHOT-185B	Intermediate Landscape Photo.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1070	PHOT-191	Commercial Studio Business Pra	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1071	PHOT-194	Digital Workflow	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1072	PHOT-196	Commercial Photography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1073	PHOT-197	Intermediate Commercial Photog	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1074	PHOT-291	Wedding and Quinceañera Photog	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1075	PHOT-292	Portrait Photography	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1076	PHOT-294	Color Photographic Expression	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1077	PHYS-109	Survey of General Physics	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1078	PHYS-210	Principles of Physics I	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1079	PHYS-211	Principles of Physics II	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1080	PHYS-217	Engineering Physics I	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
1081	PHYS-227	Engineering Physics II	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1082	PHYS-237	Engineering Physics III	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1083	PHYS-279	College Physics I	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1084	PHYS-289	College Physics II	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1085	POLS-C1000	American Government and Politi	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1086	POLS-C1000H	American Government & Pol. - H	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1087	POLT-200	American Political Thought	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1088	POLT-200H	Honors American Political Thou	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1089	POLT-201	Introduction to Comparative PO	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1090	POLT-205	Introduction to Global Studies	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1091	POLT-206	Global Issues	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1092	POLT-220	International Politics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1093	POLT-235	Identity Politics	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1094	PSC-115	Concepts in Physical Sciences	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1095	PSC-117	Physical Science Survey	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1096	PSC-118	Physical Science Survey Labora	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1097	PSYC-140	Introduction to Psychology of	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1098	PSYC-157	Introduction to Child Psycholo	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1099	PSYC-160	Introduction to Lifespan Psych	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1100	PSYC-170	Multicultural Psychology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1101	PSYC-190	Psychology of Human Sexuality	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1102	PSYC-201	Introduction to Biological Psy	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1103	PSYC-210	Statistics for the Behavioral	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1104	PSYC-219	Introduction to Research Metho	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1105	PSYC-230	Psychology of Adjustment	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1106	PSYC-240	Introduction to Social Psychol	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1107	PSYC-250	Introduction to Abnormal Psych	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1108	PSYC-260	Psychopharmacology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
1109	PSYC-270	Introduction to Cognitive Sci.	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1110	PSYC-C1000	Introduction to Psychology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1111	PSYC-C1000H	Introduction to Psychology - H	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1112	SOC-100	Introduction to Sociology	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1113	SOC-100H	Honors Introduction to Sociolo	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1114	SOC-112	Relationships, Marriages, and	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1115	SOC-140	Social Problems	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1116	SOC-140H	Honors Social Problems	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1117	SOC-150	Intro to Race and Ethnicity	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1118	SOC-240	Introduction to Social Psychol	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1119	SOC-286	Introduction to LGBTQ+ Studie	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1120	SPAN-101	Elementary Spanish I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1121	SPAN-101H	Honors Elementary Spanish I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1122	SPAN-102	Elementary Spanish II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1123	SPAN-102H	Honors Elementary Spanish II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1124	SPAN-195A	Adv. Conversational Spanish	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1125	SPAN-195B	Adv. Conversational Spanish	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1126	SPAN-201	Intermediate Spanish I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1127	SPAN-201H	Honors Intermediate Spanish I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1128	SPAN-202	Intermediate Spanish II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1129	SPAN-202H	Honors Intermediate Spanish II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1130	SPAN-212	College Business Spanish	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1131	SPAN-213	College Spanish Composition	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1132	STAT-C1000	Introduction to Statistics	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1133	STAT-C1000E	Introduction to Statistics	4.5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1134	STAT-C1000H	Introduction to Statistics - H	4	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1135	STDY-101	College Study Skills	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1136	STDY-109	College Learning Skills	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
1137	THEA-100	Introduction to Theatre	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1138	THEA-105	Theatre History 1	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1139	THEA-109	Stage Management	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1140	THEA-110	Acting Fundamentals	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1141	THEA-111	Intermediate Acting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1142	THEA-113	Acting for the Camera	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1143	THEA-114	Acting for the Camera II	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1144	THEA-117	Introduction to Technical Thea	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1145	THEA-118	Fundamentals of Scene Study	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1146	THEA-120	Musical Theatre History	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1147	THEA-123	Introduction to Drama and Act	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1148	THEA-128	Introduction to Sound Design	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1149	THEA-130	Introduction to Lighting Desig	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1150	THEA-131	Stagecraft	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1151	THEA-132	Stage Makeup	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1152	THEA-133	Lighting Fundamentals	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1153	THEA-135	Technical Production	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1154	THEA-136	Introduction to Stage Costume	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1155	THEA-137	Costume Design and Constructio	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1156	THEA-138	Costume Periods and Styles	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1157	THEA-140A	Theatre Performance	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1158	THEA-140B	Theatre Performance II	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1159	THEA-140C	Theatre Performance III	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1160	THEA-140D	Theatre Performance IV	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1161	THEA-150A	Rehearsal and Performance in	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1162	THEA-150B	Technical Theatre in Productio	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1163	THEA-151	Showcase I	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1164	THEA-152	Tour Ensemble	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
1165	THEA-153	Introduction to Directing	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1166	THEA-154	Performance Ensemble	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1167	THEA-155	Children's Theatre Ensemble	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1168	THEA-157	Directing for Single-Camera	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1169	THEA-161	Tour Ensemble II	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1170	THEA-162	Tour Ensemble III	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1171	THEA-163	Tour Ensemble IV	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1172	THEA-165	Intermediate Stage Lighting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1173	THEA-166	Fundamentals of Programming	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1174	THEA-167	Setup for Intelligent Lighting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1175	THEA-169	Work Experience - Theatre	1	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1176	THEA-171	Showcase II	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1177	THEA-172	Showcase III	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1178	THEA-173	Showcase IV	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1179	THEA-177	Principles of Playwriting	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1180	THEA-178	Musical Theatre Techniques	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1181	THEA-179	Musical Theatre Workshop	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1182	THEA-180	Intermediate Musical Theatre T	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1183	THEA-181	Intermediate Musical Theatre W	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1184	THEA-186	Voice for the Actor	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1185	THEA-190	Improvisation for Stage and Sc	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1186	THEA-250	Advanced Theatre Production	2	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1187	THEA-255	Motion Picture Performance Pr	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1188	THEA-256	Intermediate Motion Picture	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1189	THEA-257	Motion Picture Performance Pr	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1190	THEA-258	Motion Picture Performance Pr	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1191	VIET-101	Elementary Vietnamese I	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1192	VIET-102	Elementary Vietnamese II	5	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

NO	COURSE NAME	COURSE TITLE	UNITS	TIME	DAYS	TERM	LOCATION	MODALITY	NUMBER OF SECTIONS OFFERED	NUMBER OF STUDENTS SERVED
1193	WELD-101	Introduction to Welding	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1194	WELD-111A	Welding Lab Skills	2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1195	WELD-111B	Welding Skills Lab	2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1196	WELD-111C	Welding Skills Lab	2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1197	WELD-111D	Welding Skills Lab	2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1198	WELD-125	Intermediate Electric Arc Weld	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1199	WELD-132	Introduction to Gas Tungsten	1.5	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1200	WELD-153	Math/Blueprint Reading for	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1201	WELD-155	Metal Fabrication	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1202	WELD-177	Welding Metallurgy	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1203	WELD-181	Pipe Welding Fundamentals	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1204	WELD-182	Intermediate Pipe Welding	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1205	WELD-225	Advanced Electric Arc Welding	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1206	WELD-232	Advanced Gas Tungsten Arc Weld	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1207	WELD-240	Structural Welding SMAW	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1208	WELD-242	Structural Welding FCAW	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1209	WELD-244	Welding Certification D1.1 Cod	2	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1210	WELD-256	Alternative Welding Processes	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1211	WELD-282	Advanced Pipe Welding	3	TBA	TBA	TBA	HS or SAC	In Person / Hybrid	TBD	20+
1212	WMNS-101	Introduction to Women's Studie	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1213	WMNS-102	Money, Sex, and Power	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+
1214	WMNS-286	Introduction to LGBTQ+ Studie	3	TBA	TBA	TBA	HS or SAC	In Person / Online / Hybrid	TBD	20+

Coversheet

Approval of CAL FIRE Aliso Canyon Green Schoolyards Agreement for Magnolia Science Academy-1 Green Schoolyard Transformation Project (Non-Binding Agreement)

Section: IV. Consent Items
Item: D. Approval of CAL FIRE Aliso Canyon Green Schoolyards Agreement for Magnolia Science Academy-1 Green Schoolyard Transformation Project (Non-Binding Agreement)
Purpose: Vote
Submitted by:
Related Material:
IV.D. Approval of CAL FIRE Aliso Canyon Green Schoolyards Agreement for Magnolia Science Academy-1 Green Schoolyard Transformation Project (Non-Binding Agreement).pdf

Agenda Item:	IV.D. Consent Item
Date:	November 19, 2026
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 CAL FIRE Aliso Canyon Green Schoolyards Agreement for Magnolia Science Academy-1 Green Schoolyard Transformation Project (Non-Binding Agreement)

Action Proposed:

Staff recommends and moves that the Board authorize the CEO & Superintendent, or designee, to execute California Department of Forestry and Fire Protection (CAL FIRE) Grant Agreement 8GA26415 for a grant of up to $1,420,000 for the Magnolia Science Academy-1 Green Schoolyard Transformation Project, subject to written confirmation from CAL FIRE and review by General Counsel that Magnolia Public Schools may complete due diligence and withdraw before grant-funded work begins without penalties or a commitment to proceed with construction. This authorization does not approve construction, the proposed $473,333 MPS cost share, or additional project funding. Staff will return to the Board for approval before implementation or commitment of project funds.

Purpose:

To preserve the grant opportunity while staff evaluates project feasibility, total costs, funding sources, and grant obligations before recommending whether to proceed with implementation.

Background:

Magnolia Educational & Research Foundation dba Magnolia Public Schools (MPS) has been offered a grant of up to $1,420,000 under the CAL FIRE Aliso Canyon Green Schoolyards Program for Magnolia Science Academy-1 in Reseda. The proposed project would replace heat-retaining asphalt and structures with a green field, outdoor learning areas, a micro-forest, permeable pathways, and approximately 50 new climate-adaptive shade trees.

CAL FIRE requested return of the signed agreement by November 17, 2026. The agreement identifies a project completion deadline of February 27, 2030. Following review of the project

materials, the CEO & Superintendent and Interim Chief Financial Officer recommended proceeding with due diligence only, with a separate Board decision on project implementation.

Analysis:

The project offers opportunities to reduce campus heat, expand usable outdoor space, and support student recreation and environmental learning. Staff must first confirm that the project is financially feasible and can be completed within the grant period while maintaining safe school operations.

The agreement is not expressly identified as a non-binding due diligence agreement. Section 20(a) permits either party to terminate before grant-funded work begins upon 30 days' written notice; after such work begins, Section 20(b) provides for termination by mutual written consent. Section 27 requires written agreement for specified amendments. Staff must obtain written confirmation of the proposed due diligence and withdrawal approach before signing, and incorporate any necessary changes into the agreement. If the required protections cannot be secured, staff will return to the Board for further direction.

Due diligence will include an updated cost estimate and funding plan; confirmation of eligible costs, cost-share timing and documentation, and withdrawal obligations; reconciliation of the design and scope; and review of environmental clearance, permitting, procurement, and construction phasing requirements. The agreement should also identify Mustafa Sahin as the project representative, consistent with the CEO's November 4, 2026 notification to CAL FIRE.

Budget Implications:

The grant budget identifies $1,420,000 in State funding and $473,333 in MPS cost share, totaling $1,893,333. The proposed MPS share includes $400,683 for long-term landscape establishment and maintenance, $52,650 for staff time and benefits, and $20,000 for tree establishment and stewardship materials.

This action does not approve the project budget, matching contribution, construction contracts, or a new expenditure allocation. Any due diligence requiring additional spending authority will be presented for approval before commitment. Staff will return with a recommended scope, complete budget, funding sources, and cash-flow plan.

Exhibits:

- Exhibit A. CAL FIRE Grant Agreement 8GA26415
- Exhibit B. MSA-1 CAL FIRE Board Review and Approval Presentation
- Exhibit C. MSA-1 CAL FIRE Project Analysis Package

Approval of CAL FIRE Aliso Canyon Green Schoolyards Agreement for Magnolia Science Academy-1 Green Schoolyard Transformation Project (Non-Binding Agreement)

Exhibit A. CAL FIRE Grant Agreement 8GA26415

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov

November 3, 2026

Bryant Olandes
Magnolia Educational & Research Foundation DBA Magnolia Public Schools
250 e 1st Street STE. 1500
Los Angeles, CA 90012

8GA26415; Magnolia Educational & Research Foundation DBA Magnolia Public Schools, "Magnolia Science Academy-1 Green Schoolyard Transformation Project"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Jazmyn Winczner at (916) 963-0218 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, and other exhibits enclosed. Please sign, scan, and return the agreement to Kevin Haran at kevin.haran@fire.ca.gov no later than **November 17, 2026.**

   Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
   CAL FIRE
   Attn: Grants Management Unit/UCF Grants
   P.O. Box 944246
   Sacramento, CA 94244-2460

   In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Kevin Haran
Grants Analyst
Grants Management Unit

CC: Elia Hoag
Walter Passmore
Jazmyn Winczner

Enclosures

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT

APPLICANT:	**Magnolia Educational & Research Foundation DBA Magnolia Public Schools**
PROJECT TITLE:	**Magnolia Science Academy – 1 Green Schoolyard Transformation Project**
GRANT AGREEMENT:	**8GA26415**

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through February 27, 2030.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The Magnolia Science Academy-1 Green Schoolyard Climate Resilience Project will convert a heat-retaining, asphalt-dominated campus into a climate-responsive green space that improves urban heat mitigation, permeability, canopy coverage, and student wellness. The project removes over 48,000 square feet of impervious surfaces and structures to create shaded outdoor learning areas, permeable pathways, a micro-forest, and expanded tree canopy with approximately 50 new climate-adaptive trees. These improvements aim to enhance long-term climate resilience, environmental equity, and overall campus usability during extreme heat conditions.

Total State Grant not to exceed $ **1,420,000.00** (or project costs, whichever is less).

The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

Magnolia Educational & Research Foundation DBA Magnolia Public Schools	**STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
Applicant	
By	By
Signature of Authorized Representative	
Print Name/ Title:	Title: **John Melvin** **Assistant Deputy Director, Resource Management**
Date	Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER **8GA26415**	PO ID	SUPPLIER ID 0000116752
FUND **3371**	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING **$ 1,420,000.00**
GL UNIT 3540	BUD REF 101	ADJ. INCREASING ENCUMBRANCE **$ 1,420,000.00**
PROGRAM NUMBER **2470010**	ENY **2024**	ADJ. DECREASING ENCUMBRANCE **$ 0.00**
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE **$ 1,420,000.00**
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96126	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Certification of CAL FIRE Accounting Officer — Date

GRANT NUMBER 8GA26415
Magnolia Educational & Research Foundation DBA Magnolia Public Schools
Magnolia Science Academy – 1 Green Schoolyard Transformation Project

TERMS AND CONDITIONS OF GRANT AGREEMENT

1. This Agreement is entered into between the State of California, by and through the California Department of Forestry and Fire Protection ("CAL FIRE" or "the State") and Magnolia Educational & Research Foundation ("Grantee"), collectively referred to as "Parties", pursuant to California Public Resources Code section § 4799.06-4799.12.

2. **Grant Funds.** Subject to the availability of grant monies, the State hereby grants to Grantee a sum not to exceed $1,420,000.00 (one million four hundred twenty thousand dollars). Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

3. **Project.** The State is entering into this agreement, and the Grant Funds shall be used, only for the purpose of Grantee's performance of the Project generally described on the cover page to this Agreement and as more fully described in the Project Scope of Work. Any amendment to the Project Scope of Work must be approved by the State in writing in accordance with Section 27, Amendment.

4. **Agreement and Exhibits.** The Parties accept and agree to the terms and conditions of this Agreement, the Exhibits set forth below, the Grant Guidelines, Grantee's application for Grant Funds, and all other documents which may later be approved in writing by both Parties relating to this Agreement, all of which are hereby incorporated by reference and made part of this agreement as though set forth in full herein. The marked Exhibits are attached to this Agreement:

   ☒ Exhibit A: Project Scope of Work
   ☐ Exhibit B: Project Timeline
   ☒ Exhibit C: Project Budget Detail
   ☒ Exhibit D: Project Map
   ☐ Exhibit E: Equipment Depreciation Schedule
   ☐ Exhibit F: California Climate Investments Addendum
   ☐ Exhibit G: GHG Emissions Workbook
   ☐ Exhibit H: Limited Waiver of Sovereign Immunity

   In the event of conflicting terms among the documents forming this Agreement, the order of control is first this Agreement, then the Exhibits, then the Grant Guidelines, and then the Application.

5. **Term of Agreement.** The term of this Agreement shall be the Project Performance Period.

6. **Authority to Sign.** Each party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action of the entity they represent, and that the person executing this Agreement on its behalf has the full capacity to bind that

entity. At CAL FIRE's request, Grantee must provide CAL FIRE with evidence satisfying CAL FIRE that the execution, delivery, and performance of this Agreement have been authorized by all necessary organizational action by Grantee.

7. **Definitions.**

   a. "Advance Payments" means Grant Funds provided to Grantee before the associated work has been performed.

   b. "Agreement" means this grant agreement number 8GA26415, including each of the documents described and incorporated by reference into this Agreement in Section 4, Agreement and Exhibits.

   c. "Effective Date" means the later of the date the Agreement is executed by the State or Grantee.

   d. "Equipment" means personal property Grantee needs to perform the Project that has (1) a $10,000 or more per unit cost, and (2) a tangible useful life of more than one (1) year.

   e. "Grant Funds" means the money described in Section 2, Grant Funds, that is provided by the State to the Grantee pursuant to this Agreement and includes any interest paid to Grantee from the deposit of any Advance Payments awarded to Grantee.

   f. "Grant Guidelines" are the California Department of Forestry and Fire Protection Aliso Canyon Program Grant Guidelines 2025-2026, which are available on the CAL FIRE website.

   g. "Other Sources of Funds" means all matching fund sources, excluding Program Income, that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.

   h. "Project" means the work described in the Project Scope of Work and this Agreement.

   i. "Project Budget Detail" means the approved budget plan.

   j. "Project Completion Date" means the date specified on the cover page to this agreement.

   k. "Program Income" means income that is generated directly by Grantee's performance of the Project, including any interest earned on Advance Payments.

   l. "Project Performance Period" means the Effective Date through the earlier of the Project Completion Date or the date this Agreement is terminated pursuant to Section 20, Project Termination or Suspension, below.

m. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks, which is attached hereto as Exhibit A.

n. "Subrecipient" means an entity that either receives Grant Funds from Grantee as part of a block grant or a subcontractor who is paid by a Grantee with Grant Funds.

8. **Project Representatives.**

The project representatives during the term of the Agreement will be:

The State: CAL FIRE	Grantee: Magnolia Educational & Research Foundation
Section/Unit: HQ Resource Management/Urban and Community Forestry	Section/Unit: N/A
Attention: Jazmyn Winczner	Attention: Bryant Olandes
Mailing Address: 715 P Street, Sacramento, CA 95841	Mailing Address: 250 E 1st Street STE 1500 Los Angeles, CA 90012
Phone Number: (916) 963-0218	Phone Number: (213) 628-3634 Secondary: N/A
Email Address: Jazmyn.winczner@fire.ca.gov	Email Address: bolandes@magnoliapublicschools.org

Individuals authorized to sign and submit invoices on behalf of Grantee are:

1) Bryant Olandes, Director of Advancement

2) Alfredo Rubalcava, Business/Finance Contact

Changes to the project representatives during the term of the Agreement shall be made in writing, and no amendment to this Agreement shall be necessary. Notice shall be sent to the designated representative for all notice provisions of this Agreement.

9. **Project Execution.**

a. **Project Commencement.** Grantee shall not begin work on the Project prior to the Effective Date. Any work started prior to the Effective Date will not be eligible for funding under the terms of this Agreement.

b. **Project Completion.** Grantee shall complete the Project before the Project Completion Date, unless an amendment has been approved in writing by the State as provided in Section 27, Amendment. Requests for an extension of the Project Completion Date will be considered on a case-

by-case basis and must be made no less than sixty (60) days before the then-effective Project Completion Date, unless this requirement is waived in writing by the State. Work completed after the Project Completion Date is not eligible for funding under the terms of this Agreement.

c. **The State's Right of Access.** Grantee shall permit periodic site visits by representative(s) of the State to ensure program compliance and that work is in accordance with this Agreement, including a final inspection upon Project completion.

d. **Independent Capacity of Grantee.** Grantee, and the agents and employees of Grantee, in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents, of the State.

e. **Subrecipients.** If Grantee desires to accomplish any part of the Project through the use of subrecipients, the following conditions must be met: (1) Grantee shall require, and is solely responsible for ensuring, that all subrecipients comply with all applicable terms of this Agreement; and (2) agreements between the Grantee and a subrecipient must be in writing. Nothing contained in this Agreement, or otherwise, shall create any contractual relationship between the State and any of Grantee's subrecipients and no contract or subcontract shall relieve Grantee of its responsibilities and obligations under this Agreement. Grantee agrees to be as fully responsible to the State for the acts and omissions of its subrecipients and of persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subrecipients is an independent obligation from the State's obligation to make payments to Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subrecipients. If a subrecipient is entitled by law to record a lien against any property or improvements funded by this Agreement, the State may require Grantee to obtain a waiver and release of such lien or take other appropriate action to ensure the lien is released, prior to the Project Completion Date or the date this Agreement is terminated pursuant to Section 20, Project Termination or Suspension, below, whichever is earlier.

10. **Grantee Responsibilities**

a. **Grantee Skill and Care.** In performing work under this Agreement, Grantee shall exercise the degree of skill and care required by customarily accepted professional practices and procedures for the type of work performed.

b. **Grantee Responsible for Project.** The Project is the sole responsibility of Grantee. The State undertakes no responsibilities to Grantee, or any third

party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project. Review or approval by the State of any Project plans, specifications, or other documents is solely for the purpose of proper administration of Grant Funds by the State and shall not relieve Grantee of the obligation to carry out any requirements of this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

c. **Permits and Compliance with Laws.** Grantee shall comply fully, and require any of its agents, employees, or subrecipients to comply fully, with all applicable federal, State, and local laws, ordinances, regulations, and permits. Grantee shall provide evidence, upon request, that all necessary local, State, or federal permits, licenses, registrations, and approvals have been secured for the Project. Grantee shall maintain compliance with such requirements throughout the Project Performance Period. The costs associated with legal compliance may be reimbursed under this Agreement only to the extent authorized by the Project Budget Detail.

d. **Misuse of Public Funds Prohibited.** Grantee or anyone acting on behalf of Grantee shall not engage in fraud, waste, or the abuse of Grant Funds in violation of California Penal Code section 424 *et seq*. Grantee shall cooperate in any investigation of such activities that are suspected in connection with this Agreement.

e. **Private Benefit Prohibited.** Recipients of Grant Funds shall receive no more than the fair market value of an arm's length transaction for any goods or services provided under this Agreement. Grantee shall provide evidence to the State upon request of compliance with this Section 10.e., Private Benefit Prohibited. Violation of this Section 10.e. will result in a violation of California Penal Code section 424, subd. a.

f. **Conflicts of Interest Prohibited.** Grantee shall comply with the requirements of Government Code sections 1090 and 87100 and Public Contracts Code sections 10410 and 10411. Grantee represents that no person who, as an officer, employee, or agent of the State participated in the preparation or creation of, or determination to award, this Agreement shall for compensation or personal benefit serve as an agent or employee of Grantee in the performance of this Agreement. Grantee and the State hereby acknowledge that:

    i. Current State Officers or Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency,

unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

ii. Former State Officers or Employees: For the two (2)-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve (12)-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

A violation of any provision of this Section 10.f., Conflicts of Interest Prohibited, shall render this Agreement void and may result in Grantee being required to disgorge any payments made prior to discovery of the violation under Government Code section 1092 and Public Contracts Code section 10420. If Grantee has any questions about compliance with conflicts of interest laws, Grantee should consult the California Fair Political Practices Commission or a qualified attorney.

g. **California Environmental Quality Act.** Activities funded by this Agreement must comply with the California Environmental Quality Act (CEQA) (California Public Resources Code section 21000, et. seq. Title 14, California Code of Regulations, section 15000 et. seq.). Sufficient evidence of CEQA compliance must be provided by Grantee and approved by the State before any work that could impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.) may proceed, and no later than one year following the Effective Date unless a longer time is approved in writing by CAL FIRE. The State may make Grant Funds available in advance of CEQA compliance for Project activities that do not have the potential to cause an environmental impact (e.g. project planning, locating, and marking property or project boundaries, engaging with landowners, etc.).

If CEQA compliance is not complete by the Effective Date, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project, or not to fund the Project. Should the State decide not to fund the Project, this Agreement

shall be terminated in accordance with Section 20, Project Termination or Suspension, below.

h. **Nondiscrimination.** The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, ancestry, age (over 40), physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), reproductive health decision-making, sex, gender, gender identity, gender expression, marital status, sexual orientation, genetic information, religion, political beliefs, use of family-care leave, medical-care leave or pregnancy-disability leave, military or veteran status, or because all or part of an individual's income is derived from any public assistance program. Grantee shall not discriminate, harass, or allow harassment against any person on any of these bases, and shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. Grantee hereby certifies, unless specifically exempted, compliance with Government Code 12990(a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Grantee shall include the nondiscrimination and compliance provisions of this Agreement in all contracts and subcontracts related to the Project.

i. **Union Organizing.** In accordance with California Government Code sections 16645-16649, by signing this Agreement Grantee certifies that:

    i. No State funds disbursed by this grant will be used to assist, promote, or deter union organizing.

    ii. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures, and shall provide those records to the Attorney General upon request.

j. **Drug-Free Workplace Certification.** In accordance with the Drug-Free Workplace Act of 1990 (California Government Code section 8350 *et seq*.), by signing this Agreement Grantee hereby certifies that Grantee, and each of its Subrecipients, will provide a drug-free workplace by taking the following actions:

    i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions to be taken against employees for violations of this prohibition (Drug-Free Workplace Statement).

ii. Establish a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance programs; and,
4. Penalties that may be imposed upon employees for drug abuse violations.

iii. Provide that every employee who works on the Project will:

1. Receive a copy of the Drug-Free Workplace Statement; and
2. Agree to abide by the terms of the Drug-Free Workplace Statement as a condition of employment on the Project.

iv. In addition to other remedies available at law or in equity, or in this Agreement, Grantee may be ineligible for award of any future State contracts if the State determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

k. **California Taxpayer Access to Publicly Funded Research.** Grantee agrees to comply with the California Taxpayer Access to Publicly Funded Research Act (California Government Code sections 13989 et seq., “the Act”) and provisions of this section, which apply to publications describing knowledge, an invention, or technology funded within the scope of this Agreement.

i. For purposes of this Section 10.k., California Taxpayer Access to Publicly Funded Research, “Peer-Reviewed Manuscript” means a manuscript after it has been peer reviewed and in the form in which it has been accepted for publication in a professional journal.

ii. Grantee shall provide for free public access to any Peer-Reviewed Manuscript developed within the scope of this Agreement.

iii. Grantee shall ensure that any publishing or copyright agreements concerning Peer-Reviewed Manuscripts:

1. Fully comply with California Government Code section 13989.6;

2. Do not conflict with CAL FIRE's rights under this Agreement;

3. Secure for CAL FIRE the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 19, Rights in Intellectual Property; and

4. Recognize the free public access to the Peer-Reviewed Manuscript.

iv. Grantee shall report to CAL FIRE the final disposition of any Peer-Reviewed Manuscript, including but not limited to if it was published, when it was published, where it was published, and, when the twelve (12)-month time period expires, where the Peer-Reviewed Manuscript will be available for open access.

v. Not later than twelve (12) months after the official date of publication Grantee shall make available to CAL FIRE an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement.

vi. The Recipient shall make publicly accessible an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement, not later than twelve (12) months after the official date of publication, on a repository approved in writing by CAL FIRE, including but not limited to the University of California's eScholarship Repository at the California Digital Library; the California State University's ScholarWorks at the Systemwide Digital Library; or PubMed Central. The Recipient shall notify CAL FIRE when the Peer-Reviewed Manuscript is available on a CAL FIRE-approved repository.

vii. If Grantee is unable to ensure that its Peer-Reviewed Manuscript is accessible on a CAL FIRE-approved, publicly accessible repository, GRANTEE may comply by providing the manuscript to CAL FIRE not later than twelve (12) months after the official date of publication.

viii. For any publications other than a Peer-Reviewed Manuscript, (herein referred to as "Other Publications") including scientific meeting abstracts, developed within the scope of this Agreement, Grantee shall:

1. Provide an electronic version of the Other Publications to the CAL FIRE not later than twelve (12) months after the official date of publication.

2. Ensure that any publishing or copyright agreements concerning Other Publications:

    i. Do not conflict with CAL FIRE's rights under this Agreement.

    ii. Secure for CAL FIRE the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 19, Rights in Intellectual Property.

ix. The Act states "Grantees are authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution." Grantee agrees that for purposes of this Agreement, Grantee is only authorized to use funds under this Agreement for these purposes if the expenses are included in the Agreement's Project Budget Detail and meet the other Agreement requirements for payment, including that CAL FIRE will only reimburse the Recipient for expenditures incurred during the Agreement term. If these expenses are not included in the Project Budget Detail, both parties must agree and amend the Project Budget Detail to include such expenditures before Recipient is authorized to use Agreement funds for these purposes.

l. **Labor Code.** Grantee's implementation of the Project must comply with the California Labor Code (unless an exemption therefrom applies). Projects funded in whole or in part with Grant Funds may be a public work requiring the payment of prevailing wages (See e.g. California Labor Code section 1720 et seq. and California Public Resources Code section 80200 et seq.). If Grantee has any questions about the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, Grantee should consult DIR or a qualified attorney.

11. **Project Costs and Payment Documentation**

a. **Funding Disbursements.** The State's obligation to disburse Grant Funds under this Agreement is conditioned on and subject to satisfactory compliance with and completion of all conditions contained in this Agreement. Payment by the State shall be made in arrears, except for any Advance Payments authorized pursuant to Section 11.f., Advance Payments, below, after receipt of an acceptable invoice and approval by a duly authorized representative of the State. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the State agrees to compensate Grantee for actual expenditures incurred in accordance with the rates and activities set forth in this Agreement.

b. **Disbursement Requests.** Unless another frequency is approved in writing by the State, Grantee shall submit, in arrears, not more frequently than once a month and at least quarterly an invoice to the State for costs paid by Grantee pursuant to this Agreement. In the event no expenses are incurred, Grantee shall identify that no costs have been incurred within the respective quarterly progress report in lieu of submitting a zero-balance invoice. A final invoice shall be submitted no later than thirty (30) days after the Project Completion Date or termination of this Agreement, whichever occurs earlier. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, signature of an authorized representative of Grantee, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), Program Income, Other Sources of Funds when applicable, and appropriate supporting documentation consistent with the Grant Guidelines. Grantee shall submit each invoice for payment electronically using the grants management system identified by CAL FIRE. Hard copy submissions will not be accepted.

c. **Final Payment**. Final payment to Grantee may not be made until the State determines the Project conforms substantially to this Agreement.

d. **Expiration of Grant Funds.** Grant Funds in this Agreement have a limited period in which they must be expended. All Grantee expenditures must occur prior to the Project Completion Date.

e. **Grantee Expenditures.** Except as otherwise provided herein, Grantee shall expend Grant Funds in the manner described in the Project Budget Detail. The dollar amount of an item in a budget category may be increased or decreased by up to ten percent (10%) of the Grant Funds through reallocation of funds from other budget categories with written approval by the State. Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of a budget category of more than ten percent (10%) of the Grant Funds, or any increase in the total amount of Grant Funds, must be accomplished through an amendment to this Agreement in accordance with Section 27, Amendment, before any such increase or decrease is made.

f. **Advance Payments.** Notwithstanding any of the provisions of this Agreement, the State may make Advance Payments from the Grant Funds to the Grantee at the State’s discretion and subject to statutory authorization, as detailed in the Grant Guidelines. Advance payment made by the State shall be subject to the following provisions and any applicable statutory requirements in effect when a request for Advance Payment is made:

i. Grantee shall submit a written request identifying why an Advance Payment is necessary and how the Advance Payment will be used over a six (6)-month period. The written request must be accompanied by an invoice that contains the same level of detail as the State requires for a request for disbursement as described in Section 11.b., Disbursement Requests.

ii. Each Advance Payment is limited to the immediate cash requirements necessary to carry out the Project and may not exceed twenty-five percent (25%) of the Grant Funds, unless the State determines in writing that a larger advance is authorized by statute and supported by sufficient justification and documentation from Grantee.

iii. Grantee shall file an accountability report in the format required by the State no less than four (4) months after the date Grantee receives the Advance Payment and every four (4) months thereafter.

iv. Unless a shorter time period is specified in the Grant Guidelines, advance Payments must be spent on eligible costs within six (6) months of receipt. Grantee may request additional time to spend Advance Payments, but such request must be approved in writing by the State at the State's discretion. All Grant Funds provided as an Advance Payment that are not spent within the later of six (6) months or the spending timeline approved by the State shall be returned to the State and will be returned to the grant balance.

v. All work under an Advance Payment must be fully liquidated via an invoice and supporting documentation, and completed to the State's satisfaction before another Advance Payment will be made.

vi. Advance Payments must be deposited into an interest-bearing account that is insured by the Federal Deposit Insurance Corporation. Any interest earned on Advance Payments must be accounted for as Project Income and used to offset the costs of the Project or returned to the State.

g. **Disbursements made in error.** The Grantee shall immediately reimburse or credit the State at the State's discretion for any overpayment of an invoice or other erroneous disbursement when either party determines an overpayment or erroneous disbursement was made.

h. **Program Income.** Grantee shall report to the State any Program Income earned during the Project Performance Period. Program Income shall be used to offset the costs of the Project, returned to the State, or, if

approved in writing by the State at the State's discretion, used for other purposes that benefit the public.

i. **Notification of Nonpayment.** Grantee shall immediately notify the State in the event Grantee has not received payment of an undisputed invoice within forty-five (45) days of submitting that invoice to the State for reimbursement.

12. **Equipment.**

a. **Eligible Equipment.** Only Equipment that is identified in the Project Budget Detail may be purchased using Grant Funds. If Grantee determines additional Equipment is necessary to complete the Project, Grantee must obtain prior written approval by the State to purchase such Equipment, and such approval may be provided at the State's discretion. Equipment purchased using Grant Funds, wholly or in part, must be used by the Grantee for the Project for which it was acquired for as long as needed, whether or not the Project continues to be supported by Grant Funds.

b. **Use of Equipment as Collateral Prohibited**. Equipment purchased using Grant Funds cannot be used as collateral, financed, or sold without prior written approval from the State at its discretion. If Grantee receives prior written approval from the State to purchase equipment under a financing or loan agreement, Grantee shall maintain a status of "good standing" with the financing entity for the duration of financing terms. Prior to the Project Completion Date or termination of the Grant Agreement, whichever occurs earlier, the equipment must be paid off in whole and all interest in the equipment held by a third-party lender or similar entity shall be extinguished, unless written approval is otherwise granted by the State at its discretion. In such a case, Grantee shall inform the lender, in writing, of the State's interest in the equipment using a "Financing Notification Letter" provided by the State.

c. **The State's Interest in Equipment.** The State retains a vested interest in the Equipment for the useful life of the Equipment, even after the Project Performance Period. Equipment purchased, at least in part, by Grant Funds shall be identified using a decal, sticker, or similar method to indicate CAL FIRE's interest in the equipment.

d. **Equipment Records.** Grantee shall maintain equipment records accurately and shall include the following information:

i. A description of the equipment.

ii. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

iii. Source of the equipment, including the award number.

iv. Title vesting details.

v. Acquisition date and cost.

vi. Information from which one can calculate the percentage of the State's participation in the cost of the equipment.

vii. Location and condition of the equipment and the date the information was reported.

viii. Unit acquisition cost.

ix. Ultimate disposition data, including date of disposal and sales price or the method used to determine fair market value at the time of disposition.

e. **Equipment Inventory.** Grantee shall take a physical inventory of equipment and reconcile the results of such inventory with the equipment records at least once every two (2) years during the Project Performance Period. Grantee shall investigate any differences between quantities determined by the physical inspection and those shown in the accounting records to determine and document the cause of any differences. Grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the Equipment.

f. **Equipment Maintenance.** Grantee shall implement maintenance procedures to keep the equipment in good condition and a control system to ensure adequate safeguards to prevent loss, damage, or theft of the Equipment. Grantee shall investigate, fully document, and report to the State any loss, damage, or theft of Equipment.

g. **Equipment disposition.** When the Equipment is no longer needed for performance of the Project and prior to the Project Completion Date or termination of this Agreement, whichever occurs earlier, Grantee shall submit for the State's approval at the State's discretion a written disposition plan of the Equipment in the format required by the State that details how the equipment will be used for the duration of its useful life. The disposition plan shall ensure use of the equipment benefits the public and supports, in the following order of priorities, (1) activities that further the Project purposes, or (2) activities aligned with CAL FIRE's interests. After approval of the disposition plan and for the useful life of the equipment, Grantee must provide to the State, upon request, information concerning the disposition of the Equipment.

13. **Budget Contingency Clause**. The State shall not be obligated to disburse any unpaid portion of the Grant Funds unless and until sufficient funds are

appropriated for the fiscal years covered by this Agreement through the State budget process for the purpose of this Agreement. The State shall notify Grantee in writing if it is unable to disburse funds for these reasons. No invoice submitted prior to the appropriation or release of such funds to the State shall be effective. If funding for this Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance or the State Treasurer's Office, the State at its discretion may suspend or terminate the Agreement pursuant to Section 20, Project Termination or Suspension, or amend the Agreement to reflect any reduction of funds. The State will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this Section 13, Budget Contingency Clause.

14. **Project Administration**

    a. Grantee shall use any generally accepted accounting system.

    b. Grantee must report to the State all Other Sources of Funds, including Program Income. If this provision is deemed to be violated, the State will request an audit of Grantee and can delay the disbursement of funds until the matter is resolved.

    c. Grantee shall promptly submit written progress reports and all records related to this Agreement that the State may request.

    d. Grantee shall submit a final project report, final invoice with associated supporting documentation, and copies of materials developed using Grant Funds, including but not limited to plans, educational materials, etc. within thirty (30) days of the Project Completion Date.

15. **Signage and Other Acknowledgement.** The parties acknowledge that certain State funding sources require specific information be included on signage. If those funding sources apply to this Agreement, as detailed in the Grant Guidelines or an exhibit to this Agreement, Grantee must comply with such requirement. In addition to any applicable requirement, Grantee is encouraged to recognize the cooperative nature of the Project and shall provide credit to the State in promotional materials, press releases, brochures, presentations, advertisements, publications, reports, websites, social media posts and exhibits prepared or approved by Grantee within the Project Performance Period referencing the Project. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other types of projects, such as for the purchase of vehicles, equipment, and consumer-based incentives, acknowledgment may include using a decal, sticker, or other signage. A draft of any signage or acknowledgement must be approved by the State prior to publication.

16. **Project Records**

a. Grantee shall retain all records required by this Agreement for three (3) years after final payment by the State. If an audit occurs, all such records shall be retained for one (1) year from the date the audit is completed or three (3) years after final payment by the State, whichever occurs later.

b. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the State for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of Grantee pertaining to this Agreement or related matters.

c. Grantee shall keep accurate and detailed records as the State shall prescribe, including, but not limited to, records that fully disclose: (a) Project activities, locations, and schedules; (b) the disposition of the Grant Funds; (c) the total cost of the Project; (d) the amount and nature of all Other Sources of Funds; and (e) any other such records as will facilitate an effective audit. All records shall be made available to CAL FIRE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

d. Grantee shall include in any written agreement with any Subrecipient a provision that ensures Subrecipient complies with the requirements of this Section 16, Project Records, and authorizes the State to audit Subrecipient's records and interview Subrecipient's staff regarding issues related to the performance of this Agreement.

17. **Audits.** In accordance with Government Code section 8546.7, during the three-year period after final disbursement, unless a longer retention period has been specified by the State, Grantee shall make, or cause to be made, records relating to this Agreement available to the State or other duly authorized representatives of the State of California for inspection, copying, and audit purposes during normal business hours. Records may be required to be disclosed electronically if requested by the State or its representative. The audit shall be confined to those matters connected with this Agreement. Grantee and its Subrecipients shall cooperate fully with the audit including, but not limited to, providing access to its staff, books, records, accounts, or other materials as requested.

    In the event of a negative audit finding, including expenditures not properly documented or not allowed, Grantee may be required to take action specified in or consistent with the audit finding, including repayment of Grant Funds.

18. **Public Records and Confidentiality.** The Parties acknowledge that, except with respect to records that are exempt from disclosure by an express provision of law, the State must disclose public records upon request pursuant to the California Public Records Act (California Government Code section 7920.000 *et seq*.).

During performance of this Agreement, each party may come into possession of Confidential Information. For purposes of this Section 18, Public Records and Confidentiality, “Confidential Information” means all information, regardless of the form or medium of disclosure, that has been or will be disclosed by a Party (the “Disclosing Party”) to another Party (the “Receiving Party”) in connection with this Agreement owned by the Disclosing Party, an affiliate of the Disclosing Party, or a third party, and that is: (1) in written or other tangible form and marked by the Disclosing Party with a suitable legend identifying its proprietary or confidential nature; or (2) oral, visual, or in a form not amenable to marking and declared confidential by the Disclosing Party at the time of disclosure and is reduced to or summarized by the Disclosing Party in a writing that is (a) marked by the Disclosing Party with a suitable legend identifying its proprietary or confidential nature, and (b) transmitted by the Disclosing Party to the Receiving Party within thirty (30) days of the initial disclosure. During the thirty (30)-day period, the Receiving Party must protect the information as Confidential Information.

Grantee agrees not to disclose Confidential Information, unless Grantee is compelled to do so under court order, subpoena, or similar legal proceeding. The State agrees not to disclose Confidential Information to the extent that such Confidential Information is exempt from disclosure under the California Public Records Act, unless the State is compelled to do so under court order, subpoena, or similar legal proceeding. The State may disclose Confidential Information to the California Natural Resources Agency or the California Office of the Governor, as required, after informing the California Natural Resources Agency or the California Office of the Governor, respectively, of the confidential nature of the Confidential Information and the obligations in this Agreement.

If a Receiving Party is compelled to disclose Confidential Information under court order, subpoena, or similar legal proceeding, to the extent possible before making the disclosure, and if legally permitted to do so, the Receiving Party will: (1) promptly notify the Disclosing Party and take reasonable measures, at the Disclosing Party’s expense, to prevent or limit the disclosure or require the disclosure under protective order; (2) disclose Confidential Information only to the extent compelled; and (3) continue to protect the Confidential Information in accordance with this Agreement.

19. **Rights in Intellectual Property.** Grantee retains title to all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, other written or graphic work, or patentable ideas (collectively, “Intellectual Property”) produced in the performance of this Agreement, except that the State shall have the right to reproduce, publish, sublicense, and use all such work, or any part thereof, in any manner and for any non-profit, noncommercial purposes and to authorize others to do so. If any Intellectual Property is copyrightable, Grantee may copyright the same, except that the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, sublicense, and use

such work, or any part thereof, in any manner and for any non-profit, noncommercial purposes and to authorize others to do so.

20. **Project Termination or Suspension**

    a. **Termination before Project Commencement.** Before any work funded by this Agreement begins, this Agreement may be terminated by the State or Grantee upon thirty (30)-days written notice to the other party.

    b. **Termination by Mutual Consent.** Once work funded by this Agreement has commenced, this Agreement can be terminated at any time by mutual written consent of both Parties. Upon mutual termination, both Parties will work cooperatively to identify the date of termination sufficient to allow the parties to resolve any outstanding financial obligations, and bring the work specified in this Agreement to closure, and which shall not be less than thirty (30) days after either Party gives notice to the other of its desire to terminate the agreement.

    c. **Termination by the State**. If the State determines Grantee has made a material misrepresentation, violated this Agreement, failed to fulfill its obligations under this Agreement, or otherwise determines there is cause to do so, the State can terminate this Agreement ("Termination for Cause") by providing Grantee with a written notice of termination specifying the date of termination. The State may terminate this Agreement without cause upon giving thirty (30)-days written notice to Grantee.

    d. **Grantee's duties upon Termination**. In the event of termination, Grantee shall stop work under this Agreement and take all reasonable measures to prevent further costs under this Agreement. Grantee shall immediately provide the State with an accounting of all funds received under this Agreement and return any Grant Funds, including but not limited to Advance Payments, received under this Agreement that have not been previously expended to provide the services outlined within this Agreement. At its discretion, the State may reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by Grantee in the performance of this Agreement prior to termination, but only up to the undisbursed balance of funding authorized in this Agreement.

    Except when the State issued a Notice of Termination because funds were unavailable pursuant to Section 13, Budget Contingency Clause, in the event of a Termination for Cause, Grantee shall be liable for prompt repayment of all amounts disbursed under this Agreement plus accrued interest and any further costs related to the Project. (Interest shall be calculated at the rate(s) earned by the State's Pooled Money Investment Account from the date of disbursement to the date of repayment,

compounded monthly.) The State may, at its sole discretion, consider extenuating circumstances, including whether Grantee's failure to fulfill its obligations was due to no fault of Grantee, and may waive Grantee's obligation to repay, in whole or in part.

This Section 20.d., Grantee's duties upon Termination, shall not be deemed to limit any other remedies the State may have for Grantee's failure to complete the Project in accordance with the terms of this Agreement.

e. **Suspension and Stop Work Orders**. The State may suspend this Agreement at any time upon reasonable written notice to Grantee. Any notice suspending work under this Agreement shall remain in effect until the State authorizes work to resume by giving further written notice to Grantee. In the event of a suspension, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs under this Agreement. At its discretion, the State may reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by Grantee in the performance of this Agreement prior to suspension, but only up to the undisbursed balance of funding authorized in this Agreement.

f. **Notice to Subrecipient of Termination and Suspension**. Grantee shall include in any written agreement with any Subrecipient a provision that entitles Grantee to suspend or terminate the agreement with the Subrecipient with written notice and on terms and conditions that are consistent with this Section 20, Project Termination or Suspension, specifically that at State's discretion it may only reimburse Grantee for eligible, reasonable, and non-cancelable obligations and costs incurred by Grantee in the performance of this Agreement prior to termination, but only up to the undisbursed balance of funding authorized in this Agreement. In the event of termination under this Section 20, Project Termination or Suspension, Grantee shall: (1) inform all subrecipients of the date of termination of this Agreement; (2) direct Subrecipients to take all reasonable measures to prevent any further costs under this Agreement; and (3) terminate any outstanding agreements with Subrecipients that obligate Grant Funds.

21. **Hold Harmless**

a. **Waiver of Claims.** Grantee agrees to waive any and all claims against the State for injury, death, or property damage arising from the activities contemplated in this Agreement, except where such injury or damage is proximately caused by the grossly negligent or willful acts of the State, its officers, agents, or employees.

b. **Grantee Indemnification.** Grantee will defend and indemnify the State as follows:

   i. **Defense.** Grantee will defend the State against any claim, demand, government investigation, or legal proceeding made or brought by a third party against the State to the extent it arises out of or relates to Grantee's, or its agent's, negligence, gross negligence, recklessness, willful misconduct, fraud, or breach of the Agreement.

   ii. **Indemnification.** Grantee will indemnify the State against all amounts awarded to the third party making a claim, demand, government investigation, or legal proceeding against the State, and all penalties, fines, and third-party costs (including legal fees) paid by the State arising out of or relating to any claim, demand, government investigation, or legal proceeding made or brought by a third party to the extent it arises out of or relates to any breach of this Agreement or the negligence or willful misconduct of Grantee.

c. **Waiver of Indemnification.** Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of the State, its officers, agents, or employees. If Grantee is a public entity, Grantee waives any right to indemnity (see California Government Code section 895.2) and contribution (see California Government Code section 895.6) from the State as set forth in Government Code section 895.4.

22. **Remedies for Grantee's Breach of Agreement.** In the event of a breach by Grantee, in addition to any and all other remedies available at law or in equity, the State may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds, including Advance Payments, that were disbursed.

23. **Severability.** If any provision of this Agreement is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

24. **Waiver of Agreement Terms.** No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

25. **Assignment.** No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until

it is approved by the State in writing and made subject to such reasonable terms and conditions as the State may impose.

26. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind any successors or assigns of the Parties.

27. **Amendment.** This Agreement may be amended at any time by mutual agreement of the Parties. Requests by Grantee for amendments must be in writing stating the amendment request and the reason for the request and may be approved by the State in writing at the State's discretion. Amendments involving the following must be accomplished by a written amendment fully executed by the signatories to this Agreement: (1) a substantial change in the Scope of Work, as determined by CAL FIRE; (2) a budget category change of more than ten percent (10%) of the Grant Funds, or any increase in the total amount of Grant Funds; or (3) a change to the Project Completion Date.

28. **Further Acts by Legislature or Governor.** This Agreement is subject to any additional statutes, restrictions, limitations or conditions enacted by the Legislature or Executive Order that may affect the provisions, terms, or funding for this Agreement in any manner and the State has the right to amend this Agreement to reflect any such further acts. The State will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this Section 28, Further Acts by Legislature or Governor.

29. **Entire Agreement.** This Agreement supersedes all prior agreements, oral or written, made with respect to the Project and, together with all attached Exhibits and documents incorporated by reference, constitutes the entire Agreement between the Parties relating to the Project.

30. **Survival.** The following will survive termination of this Agreement:

    a. Provisions that by their nature are intended to survive termination including: (1) Section 12, Equipment; (2) Section 16, Project Records; (3) Section 17, Audit; (4) Section 19, Rights in Intellectual Property; and (5) Section 21, Hold Harmless; and

    b. Provisions that allocate risk, or limit or exclude a Party's liability, to the extent necessary to ensure that a Party's potential liability for acts and omissions that occur during the Term remain unchanged after this Agreement terminates.

31. **Controlling Law.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

32. **No Third-Party Rights.** Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Agreement.

33. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

34. **Electronic Signatures.** The Parties agree to accept electronic signatures (as defined in California Civil Code section 1633.2), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

35. **Headings.** Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

Exhibit A

Applications: Magnolia Science Academy-1 Green Schoolyard Transformation Project

Profile
bolandes@magnoliapublicschools.org

Review the full 2025-2026

Aliso Canyon Green Schoolyards Grant Guidelines
prior to completing your application. The
eCivis Grant Portal Applicant User
guide provides instructions on completing the application. Applications are encouraged to start their application as soon as possible to avoid any technical difficulties, if you have any please email
urbanforestrygrants@fire.ca.gov
or contact your CAL FIRE Regional Urban Forester (see Appendix E of the Grant Guidelines for contact information). See page 13 and Appendix L of the grant guidelines for a list of eligible applicants and eligibility map. Refer to the
Urban & Community Program
website for additional resources.

Project Information

Organization Name
Magnolia Educational & Research Foundation DBA Magnolia Public Schools

Organization Type
Nonprofit Organization (c)(3)

Project Title
Magnolia Science Academy-1 Green Schoolyard Transformation Project

Brief Project Description
Magnolia Science Academy-1 (MSA-1), located in Reseda within the San Fernando Valley region of Los Angeles, seeks funding to implement a transformative climate resilience and green schoolyard project designed to substantially reduce urban heat exposure, expand tree canopy coverage, improve permeability, and create environmentally beneficial outdoor learning and gathering environments for students, families, and the surrounding community. The proposed project will remove approximately 38,646 square feet of impervious asphalt surfaces and approximately 10,167 square feet of existing modular/building structures in order to reclaim underutilized heat-retaining areas and convert them into functional green/open space, shaded outdoor educational environments, permeable infrastructure, and climate-adaptive landscape areas. The project includes large-scale tree planting and canopy expansion, native and climate-adaptive landscaping, permeable paving improvements, shaded outdoor learning and gathering spaces, outdoor dining and student activation areas, a dedicated outdoor classroom, a micro forest and ecological planting area, and irrigation and associated landscape infrastructure improvements. The conceptual design intentionally prioritizes perimeter parking reconfiguration in order to maximize central green/open space and improve long-term environmental performance across the campus. The project directly advances CAL FIRE priorities related to urban heat island mitigation, climate resilience, environmental equity, stormwater permeability, urban forestry expansion, and student wellness within an underserved school community with limited access to quality green space. The project is supported through coordinated planning efforts involving Magnolia Public Schools leadership, Berliner Architects, Office of the Designed Landscape (OOTDL), construction estimating consultants, facilities personnel, and land use consultants.

Grant Amount Requested (CAL FIRE Share)
$1,420,000

Cost Share (Match) Source(s) and Amounts per source
MERF/Magnolia Public Schools Operational Contribution: $473,333

Magnolia Public Schools will provide the required cost share through a combination of organizational investment, project oversight, facilities coordination, implementation support, landscape establishment activities, and long-term maintenance and stewardship commitments associated with the Magnolia Science Academy-1 Green Schoolyard Climate Resilience Project. The organization maintains long-term operational responsibility for the campus and has demonstrated sustained investment in campus modernization, environmental performance, and facility improvements, including prior Proposition 39-funded energy-efficiency projects. The proposed cost share reflects Magnolia Public Schools' continued commitment to supporting implementation, stewardship, and long-term sustainability of the project.

Total Cost Share (Match) Amount
$473,333

Primary Source of Technical Advice
The project's conceptual planning, environmental strategy, implementation coordination, and landscape design are being supported through collaboration with the following technical advisors and consultants:

Berliner Architects
Rahel Zewdu, LEED AP Principal
Conceptual site planning, environmental design coordination, renderings, and implementation planning

Office of the Designed Landscape (OOTDL)
Esther Margulies, Landscape Architect
Landscape architecture, planting strategy, urban forestry integration, and climate-adaptive landscape planning

Rabuild Commercial Services LLC
Veronica Becerra, Land Use/Entitlements Consultant
Land use coordination, parking feasibility analysis, and implementation considerations

EPI Construction Services
Colin Beal, Senior Estimator
ROM-level construction estimating, implementation feasibility review, budget development, cost assumptions, construction planning support, and project cost validation.

Partner Information

Primary Partners
Magnolia Educational & Research Foundation DBA Magnolia Public Schools (MERF/MPS), led by Alfredo Rubalcava, CEO & Superintendent (arubalcava@magnoliapublicschools.org; 213-628-3634), serves as the lead applicant and project coordinator, providing grant administration, project oversight, stakeholder coordination, implementation support, community engagement, and long-term stewardship.

Magnolia Science Academy-1, represented by Principal Brad Plonka (bplonka@magnoliapublicschools.org; 818-609-0507), serves as the project site and primary beneficiary, supporting project planning, operational coordination, implementation, and long-term maintenance planning.

MPM Sherman Way LLC, represented by CFO Cafer Turan (cturan@magnoliapublicschools.org; 213-628-3634), owns the project property and is coordinating a project-specific MOU supporting implementation and long-term stewardship.

Berliner Architects, led by Rahel Zewdu, LEED AP, Principal (rzewdu@berliner.com; 424-405-4410), serves as lead design consultant, providing conceptual site planning, renderings, demolition planning, environmental design coordination, and implementation support. Office of the Designed Landscape (OOTDL), represented by Esther Margulies (213-364-7397), provides landscape architecture, planting design, urban forestry planning, and canopy expansion strategies.

EPI Construction Services, represented by Colin Beal (cbeal@epiconst.com), provides ROM-level construction estimating, budget validation, implementation feasibility review, and cost planning. Rabuild Commercial Services LLC, represented by Veronica Becerra (213-272-4784), provides land use review, parking feasibility analysis, entitlement coordination, and implementation planning support.

The project has also received support letters from the Office of Senator Caroline Menjivar and the Office of Los Angeles City Councilmember Bob Blumenfield recognizing the project's environmental, educational, and community benefits.

Upload signed Letters of Commitment from all primary partner organizations. Projects must demonstrate active participation from at least one of the following: special districts, residents, local businesses, local nonprofit organizations, or local government entities. See the Urban & Community Forestry website for the

Letters of Commitment template

Letters of Commitment from all primary partner organizations

Aliso Canyon Letter of Support_MSA-1_052926.pdf

Applicants must submit an MOU, resolution, or signed letter from the relevant local educational agency indicating support for the project. This document must be secured prior to grant award. See the Urban & Community Forestry website for a

MOU Template

Memorandum of Understanding (MOU)
260528 - MSA-1 - CalFire Grant 2026 MOU(FINAL).pdf

Application Goals

View Application Goals (LEAVE)
https://portal.ecivis.com/#/peerGoals/F5D908AB-5EF1-4D51-BA05-099A92002E92

# of Reviews
0

# of Denials
0

Average Score

Campus Information

Review the full 2025-2026 Aliso Canyon Green Schoolyards Grant Guidelines prior to completing the campus section of the application. Note: You must complete a set of campus questions per campus you are working with.

Number of Campuses you are working with
1

Campus #1

Campus Name
Magnolia Science Academy-1

Requested Grant amount for This Campus
$1,420,000

Campus Address
18238 Sherman Way, Reseda, CA 91335

County and Census Track Number(s)
1,323.0100

Latitude & Longitude Coordinates
34.2009

Describe the school community the project will serve
County and Census Tract Number(s)

Los Angeles County, California

Census Tract: 1323.01

GEOID: 06037132301

Latitude and Longitude Coordinates

Latitude: 34.200948631976

Longitude: -118.530332698973

Describe the School Community the Project Will Serve

Magnolia Science Academy-1 (MSA-1) is a public charter school located in Reseda within the San Fernando Valley region of Los Angeles. The school serves a high-need student population that faces significant environmental and socioeconomic challenges, including limited access to quality green space, tree canopy, shaded outdoor environments, and climate-resilient community infrastructure. The campus is situated in an urbanized area increasingly affected by extreme heat events and urban heat island impacts.

The existing school environment is dominated by impervious asphalt surfaces with limited shade and minimal environmentally beneficial outdoor space. These conditions contribute to elevated heat exposure for students, staff, and families during instructional time, recreation, and community activities. As temperatures continue to rise across the region, the need for climate-resilient school environments has become increasingly important.

MSA-1 serves a student population that is predominantly underserved. Approximately 70.9% of students qualify for Free or Reduced-Price Meals, 75.5% are identified as socioeconomically disadvantaged, 25.4% are English Learners, and 16.5% are students with disabilities. Overall, 76.4% of students are identified as unduplicated pupils, demonstrating a significant concentration of students who benefit from targeted educational and community investments.

The proposed Green Schoolyard Climate Resilience Project will directly address these environmental and equity challenges through large-scale asphalt removal, urban forestry expansion, installation of climate-adaptive landscaping, increased tree canopy, permeable surfaces, shaded outdoor learning environments, and green infrastructure improvements. The project is designed to reduce heat exposure, improve environmental quality, increase access to nature, support student wellness, and create healthier outdoor spaces for learning, recreation, and community engagement.

By transforming a predominantly heat-retaining campus into a greener and more climate-resilient environment, the project will provide lasting environmental, educational, and community benefits for students, families, staff, and the surrounding neighborhood.

Upload documentation demonstrating that this project will serve DAC or in-need educational facilities. While specific tools may be used to support this determination, they are recommended but not required. Refer to pages 15–16 of the grant guidelines for suggested tools and additional guidance.
AlisoCanyon_DAC Letter and Data_MSA-1_052926.pdf

Project Scope of Work and Objectives: Describe the project in detail.
The Magnolia Science Academy-1 Green Schoolyard Climate Resilience Project will transform a heavily impervious and heat-retaining school campus into a climate-responsive outdoor environment prioritizing urban heat mitigation, canopy expansion, permeability improvements, environmental equity, and student wellness. The project is specifically intended to reclaim underutilized asphalt-dominated areas and convert them into environmentally beneficial green/open space designed to improve long-term climate resilience and campus usability. The proposed project includes the removal and conversion of approximately 38,646 square feet of impervious asphalt surfaces and approximately 10,167 square feet of existing modular/building structures in order to support expanded green/open space, outdoor educational environments, permeability improvements, and increased tree canopy coverage. The project includes installation of approximately 50 new climate-adaptive and shade-producing trees, native and drought-tolerant planting strategies, permeable paving improvements, decomposed granite pathways, shaded outdoor dining and gathering environments, irrigation and associated landscape infrastructure improvements, accessibility and circulation enhancements, a dedicated outdoor classroom, and a micro forest/ecological planting area. The project concept intentionally prioritizes perimeter parking strategies in order to maximize meaningful central green/open space and improve overall campus environmental performance. Current planning efforts focus on reducing heat-retaining surfaces, improving shaded environments, increasing permeability, expanding canopy coverage, and improving campus usability during extreme heat conditions. The project is supported through coordinated planning efforts involving Magnolia Public Schools leadership, Berliner Architects, Office of the Designed Landscape (OOTDL), facilities personnel, land use consultants, and construction estimating consultants actively coordinating conceptual planning, environmental strategy, feasibility review, and implementation readiness. Current conceptual planning materials include demolition assumptions, landscape plans, renderings, planting schedules, and ROM-level cost estimating. The project's primary objectives are to reduce urban heat island impacts, improve environmental conditions for an underserved student population, expand shaded outdoor learning and gathering environments, improve permeability and stormwater performance, support long-term climate resilience and sustainability, and create a visually and environmentally transformative campus environment.

Project Deliverables: Select all that apply and specify the corresponding unit (e.g. square feet, number of trees, etc.)
Impervious surface area to be removed or converted (e.g. asphalt or concert), Gardens (e.g., orchards, raised beds, pollinator gardens), Natural areas (e.g., perennials, native grasses, wildflowers), Nature-based play areas, Nature trails, Nature-based, hands-on learning lessons implemented

by the school, Outdoor classrooms or gathering spaces, Shade trees, Small trees, Other (please specify)

Project Deliverables:
Impervious Surface Area Removed or Converted – 38,646 square feet of existing asphalt removed and converted to climate-resilient green infrastructure, landscape, and outdoor learning space.

Gardens – 13,530 square feet of native, drought-tolerant, and climate-adaptive planting areas.

Natural Areas – 14,829 square feet of naturalized green/open space consisting of native grasses, groundcovers, and climate-adaptive vegetation.

Nature-Based Play Areas – 14,829 square feet of shaded green space supporting student recreation, wellness, and outdoor activity.

Nature Trails – 418 square feet of decomposed granite pathways and nature-based circulation areas.

Nature-Based, Hands-On Learning Lessons Implemented by the School – Outdoor environmental education, urban forestry, sustainability, biodiversity, and climate resilience learning opportunities integrated into the completed Green Schoolyard.

Outdoor Classrooms or Gathering Spaces – Multiple shaded outdoor learning and gathering spaces supported by approximately 1,790 square feet of permeable gathering and circulation areas.

Shade Trees – 50 new climate-adaptive shade trees.

Small Trees – None proposed.

Other – 10,167 square feet of existing modular/building area removal to support expanded green space, environmental restoration, and climate resilience improvements.

Other – 1,790 square feet of permeable paving installation to improve stormwater infiltration and reduce runoff.

Other – Climate-resilient irrigation and green infrastructure improvements supporting long-term tree establishment, landscape health, and environmental sustainability.

Campus and Community Engagement Plan
Students, staff, families, and community members will be engaged throughout project planning, implementation, activation, and long-term stewardship to ensure the Green Schoolyard reflects community needs and provides lasting benefits. Students have informed project priorities through ongoing discussions regarding outdoor learning, recreation, shade, campus comfort, and environmental improvements. The completed project will provide opportunities for student participation in environmental stewardship activities, tree planting events, outdoor learning experiences, sustainability education, and campus beautification efforts. Environmental literacy, urban forestry, biodiversity, climate resilience, and outdoor science learning opportunities will be integrated into the school environment following project completion. School leadership, teachers, and staff have participated in project planning, site review, operational discussions, and long-term maintenance planning to ensure the proposed improvements align with educational programming, student wellness goals, campus operations, and accessibility needs. Staff will continue to support project implementation and integration of outdoor learning opportunities into school activities. Families will be informed and engaged through school communications, community meetings, volunteer opportunities, and project celebration events. Families will have opportunities to participate in planting days, stewardship activities, and community engagement events associated with the project. Community members and local stakeholders have demonstrated support for the project through partnerships, collaboration, and letters of support. The project has received support from the Office of Senator Caroline Menjivar and the Office of Los Angeles City Councilmember Bob Blumenfield, reflecting broader community interest in expanding environmental equity, climate resilience, and access to green space. Following completion, the Green Schoolyard will serve as a community asset that provides expanded access to shaded outdoor environments, increased tree canopy, environmental education opportunities, and healthier outdoor gathering spaces that benefit students, families, staff, and the surrounding neighborhood.

Campus Project Timeline
The Magnolia Science Academy-1 Green Schoolyard Climate Resilience Project will be implemented through a phased approach that includes planning, permitting, construction, landscape installation, community activation, and long-term stewardship activities. Initial project activities will focus on finalizing design and implementation documents, completing permitting and environmental compliance requirements, coordinating with project partners, and preparing the site for construction. Following pre-construction activities, the project will proceed with demolition and site preparation, including removal of approximately 38,646 square feet of impervious asphalt surfaces and approximately 10,167 square feet of existing modular/building areas identified for conversion into environmentally beneficial green space and climate-resilient outdoor environments.

Construction activities will include installation of climate-adaptive landscaping, urban forestry improvements, irrigation infrastructure, permeable surfaces, outdoor learning environments, gathering spaces, and associated green infrastructure designed to reduce heat exposure, improve environmental performance, and expand access to shaded outdoor space. Following construction, the project team will complete final inspections, project closeout activities, and activation of outdoor learning and gathering areas for students, families, staff, and community members. The final phase of the project will focus on landscape establishment, tree maintenance, irrigation monitoring, environmental stewardship, and integration of outdoor educational opportunities that support environmental literacy, sustainability, and student wellness. Magnolia Public Schools and Magnolia Science Academy-1 are committed to providing ongoing maintenance and long-term stewardship to ensure the project's environmental, educational, and community benefits are sustained well beyond implementation. All project activities, reporting requirements, and grant deliverables will be completed prior to February 2030.

Site Maintenance and Long-Term Sustainability Plan
Magnolia Science Academy-1 currently maintains its campus through a combination of on-site school personnel, Magnolia Public Schools facilities staff, contracted maintenance vendors, and property management support. Routine maintenance activities include landscape upkeep, irrigation monitoring, hardscape maintenance, custodial services, safety inspections, and general campus beautification efforts. Magnolia Public Schools has a demonstrated history of investing in campus improvements and maintaining educational facilities to support safe, healthy, and welcoming learning environments. Following project completion, Magnolia Public Schools and Magnolia Science Academy-1 will assume responsibility for the long-term maintenance and stewardship of all Green Schoolyard improvements. Maintenance activities will include tree care, irrigation system monitoring and repair, landscape maintenance, mulch replenishment, pruning, weed management, litter removal, inspection of permeable surfaces, and routine upkeep of outdoor learning and gathering spaces. School leadership and facilities personnel will coordinate ongoing maintenance activities and ensure that the project continues to deliver environmental, educational, and community benefits. Ongoing maintenance will be funded through Magnolia Public Schools' operating and facilities budgets, which support routine campus maintenance and long-term asset stewardship across the organization's schools. As reflected in the project's cost share commitment, Magnolia Public Schools is prepared to continue investing organizational resources to support landscape establishment, tree health, irrigation management, and long-term project sustainability. No additional grant funding is anticipated to be required for routine maintenance activities following project completion. The organization is committed to incorporating maintenance responsibilities into existing operational practices and budgets to ensure the long-term success, health, and sustainability of the Green Schoolyard improvements. This commitment is further supported by the long-term site control and stewardship framework established between MPM Sherman Way LLC, the property owner, and Magnolia Educational & Research Foundation (MERF), the school operator.

Long Term Tree Maintenance Plan (Upload)
MPS_MSA-1_Urban and Community Forestry Grant 2026 (MAINTENANCE PLAN).pdf

Outdoor Space Information
Approximately 38,646 square feet of outdoor space is accessible to children, of which approximately 90% (28,800 square feet) currently consists of asphalt and concrete surfaces.

Impervious Surface Removal
Yes. The project will remove approximately 38,646 square feet of existing impervious asphalt surfaces as part of a comprehensive Green Schoolyard transformation. The removed asphalt will be replaced with climate-adaptive landscaping, urban forestry improvements, permeable surfaces, outdoor learning environments, shaded gathering spaces, and other green infrastructure designed to reduce heat exposure, improve stormwater infiltration, and increase climate resilience.

Property Ownership
Property Owner: MPM Sherman Way LLC Contact Name: Cafer Turan, Interim CFO Email: cturan@magnoliapublicschools.org Phone: (213) 628-3634

Lease Information (If Applicable)
Magnolia Educational & Research Foundation (MERF), doing business as Magnolia Public Schools, operates Magnolia Science Academy-1 under a long-term lease agreement with MPM Sherman Way LLC, the property owner. The lease provides long-term site control and authorizes MERF to make and fund facility improvements that support educational programming and campus operations. A project-specific Memorandum of Understanding between MPM Sherman Way LLC and MERF further documents support for the proposed Green Schoolyard Climate Resilience Project and long-term stewardship of project improvements.

Lease Agreement (Upload)
251025 - Final - MSA-01 Lease Agreement.pdf

Memorandum of Understanding (MOU)
260528 - MSA-1 - CalFire Grant 2026 MOU(FINAL).pdf

Total Number of Trees for This Campus
52

List of Trees and Plants
Afrocarpus falcatus (Yellowwood) – 6 trees – 24" box
Arbutus x 'Marina' (Marina Strawberry Tree) – 7 trees – 24" box
Cercis occidentalis (Western Redbud) – 1 tree – 15 gallon
Cinnamomum camphora (Camphor Tree) – 3 trees – 36" box
Heteromeles arbutifolia (Toyon) – 4 trees – 15 gallon
Jacaranda mimosifolia (Jacaranda) – 2 trees – 36" box
Pistacia chinensis (Chinese Pistache) – 1 tree – 24" box
Platanus racemosa (California Sycamore) – 3 trees – 24" box
Quercus agrifolia (Coast Live Oak) – 3 trees – 24" box
Quercus engelmannii (Engelmann Oak) – 4 trees – 36" box
Quercus tomentella (Island Oak) – 2 trees – 36" box
Tipuana tipu (Tipu Tree) – 2 trees – 36" box
Ulmus parvifolia (Lacebark Elm) – 10 trees – 24" box
Chitalpa tashkentensis 'Pink Dawn' – 3 trees – 24" box

Site Images (Upload)
MSA1_Final_Site Photos.pdf

If you are working with additional campuses, please proceed to the next set of campus questions. You must answer the campus specific questions for each campus you are working with.

Additional Campuses?2
No

If you are working with more than 7 campuses. Please complete the Additional Campus Application pdf and upload below. You need to complete one form per each additional campus.

Additional Campus

Project Budget Information

All applicants must complete the Budget Worksheet and Budget Narrative in order for an application to be accepted. Fill out the Budget Worksheet and Budget Narrative directly in this application. Refer to page 10 and Appendix B in the Grant Guidelines for detailed descriptions on eligible costs and a sample budget and the

Navigating the Budget in a Grant Application
video for technical assistance.

Budget Worksheet

Complete Budget Worksheet & Narrative
https://portal.ecivis.com/#/peerBudget/4B21BCED-FB5B-4A2C-931A-50A420F8747C

Certifications & Forms

The following forms and documentation must be submitted before a grant agreement can be completed. As some of these may require approval from authorizing entities (ex: DSA Pre-application meeting, agenda, and approval process), it is strongly recommended applicants be proactive to ensure all required forms are complete and included in the application submission on CAL FIRE's eCivis Grants Portal. Required forms and documentation templates will be available through the CAL FIRE Urban and Community Forestry Grant Programs website. Refer to Appendix C for more information on required documents.

Payee Data Record (STD.204)
MSA-1 std204-1 (1).pdf

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Teir Covered Transactions (AD-1048).

MSA 1 AD-1048 signed.pdf

CAL FIRE Environmental Checklist
MSA 1 CAL Fire Enviromental Cheklist.pdf

Urban Forestry Grants Resolution
AlisoCanyon_Board Res_MSA-1_052926.pdf

For equipment purchases, complete the Equipment Disposition Plan

Conceptual Site Plan
260522_MSA1_Greening.pdf

Mature Tree Pledge
Mature Tree Pledge (1).pdf

Statement of Compliance with all Applicable laws - I certify that we will abide by all applicable federal, state, and local laws, ordinances, regulations, and policies in carrying out this Federal and State-funded project. Failure to do so will lead to cancellation of the grant award:
Check box

Certification of Party Responsible for Establishment Care - I certify that we will provide or be responsible for 100% of the maintenance for a minimum of 3 years after the end of the grant period in accordance with ANSI A-300 tree care standards, the accompanying ISA Best Management Practices and the standards outlines in the grant agreement and/or grant attachments with the CAL FIRE:
Check box

Check this box acknowledging that you have completed the Budget within the application.
Yes

Applications: File Attachments

Letters of Commitment from all primary partner organizations
Aliso Canyon Letter of Support_MSA-1_052926.pdf

Memorandum of Understanding (MOU)
260528 - MSA-1 - CalFire Grant 2026 MOU(FINAL).pdf

Upload documentation demonstrating that this project will serve DAC or in-need educational facilities. While specific tools may be used to support this determination, they are recommended but not required. Refer to pages 15–16 of the grant guidelines for suggested tools and additional guidance.
AlisoCanyon_DAC Letter and Data_MSA-1_052926.pdf

Long Term Tree Maintenance Plan (Upload)
MPS_MSA-1_Urban and Community Forestry Grant 2026 (MAINTENANCE PLAN).pdf

Lease Agreement (Upload)
251025 - Final - MSA-01 Lease Agreement.pdf

Memorandum of Understanding (MOU)
260528 - MSA-1 - CalFire Grant 2026 MOU(FINAL).pdf

Site Images (Upload)
MSA1_Final_Site Photos.pdf

Payee Data Record (STD.204)
MSA-1 std204-1 (1).pdf

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Teir Covered Transactions (AD-1048).
MSA 1 AD-1048 signed.pdf

Exhibit B: Project Timeline

N/A

Exhibit C

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
Program: 2025-2026 Aliso Canyon Green Schoolyards
Project Name/Title: Magnolia Science Academy-1 Green Schoolyard Transformation Project
Org Name: Magnolia Educational & Research Foundation DBA Magnolia Public Schools
Stage: Pre-Award

Report Date: 05/15/2026
Requested By: Bryant Olandes
bolandes@magnoliapublicschools.org

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Salaries and Wagies										
	Project Oversight and Grant Administration (Cost Share)	Hours	200	$75.00	$15,000.00	$0.00	$0.00		$15,000.00	Cost Share
	Facilities Coordination and Project Stewardship (Cost Share)	Hours	300	$85.00	$25,500.00	$0.00	$0.00		$25,500.00	Cost Share
Salaries and Wagies Total			**500**	**$160.00**	**$40,500.00**	**$0.00**	**$0.00**		**$40,500.00**	
Employee Benefits										
	Employee Benefits Associated with Cost Share Staff Time	Hours	1	$12,150.00	$12,150.00	$0.00	$0.00		$12,150.00	Cost Share
Employee Benefits Total			**1**	**$12,150.00**	**$12,150.00**	**$0.00**	**$0.00**		**$12,150.00**	
Contractural										
	Demolition and Site Preparation	Contract	1	$118,230.00	$118,230.00	$118,230.00	$0.00		$0.00	Direct Cost
	Grading and Soil Preparation	Contract	1	$29,000.00	$29,000.00	$29,000.00	$0.00		$0.00	Direct Cost
	Landscape and Irrigation Improvements	Contract	1	$550,000.00	$550,000.00	$550,000.00	$0.00		$0.00	Direct Cost
	Urban Forestry Installation	Contract	1	$175,000.00	$175,000.00	$175,000.00	$0.00		$0.00	Direct Cost
	Permeable Infrastructure and Green Stormwater Improvements	Contract	1	$250,000.00	$250,000.00	$250,000.00	$0.00		$0.00	Direct Cost

	Learning and Gathering Areas	Contract	1	$150,000.00	$150,000.00	$150,000.00	$0.00		$0.00	Direct Cost
	Accessibility and Site Circulation Improvements	Contract	1	$75,000.00	$75,000.00	$75,000.00	$0.00		$0.00	Direct Cost
	Construction Administration and Implementation Oversight	Contract	1	$72,770.00	$72,770.00	$72,770.00	$0.00		$0.00	Direct Cost
Contractural Total			**8**	**$1,420,000.00**	**$1,420,000.00**	**$1,420,000.00**	**$0.00**		**$0.00**	
Travel and Per Diem										
	NA	NA	0	$0.00	$0.00	$0.00	$0.00		$0.00	Direct Cost
Travel and Per Diem Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Supplies										
	Tree Establishment and Stewardship Materials (Cost Share)	Each	1	$20,000.00	$20,000.00	$0.00	$0.00		$20,000.00	Cost Share
Supplies Total			**1**	**$20,000.00**	**$20,000.00**	**$0.00**	**$0.00**		**$20,000.00**	
Equipment										
	NA	NA	0	$0.00	$0.00	$0.00	$0.00		$0.00	Direct Cost
Equipment Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Other Costs										
	Long-Term Landscape Establishment and Maintenance Commitment (Cost Share)	Contract	1	$400,683.00	$400,683.00	$0.00	$0.00		$400,683.00	Cost Share
Other Costs Total			**1**	**$400,683.00**	**$400,683.00**	**$0.00**	**$0.00**		**$400,683.00**	
Indirect Costs										
	To be used by CAL FIRE staff only. Not to exceed 12% of total direct costs.	To be used by CAL FIRE staff only	0	$0.00	$0.00	$0.00	$0.00		$0.00	Direct Cost
Indirect Costs Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other - DO NOT USE										
Other - DO NOT USE Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Grant Total			**511**	**$1,852,993.00**	**$1,893,333.00**	**$1,420,000.00**	**$0.00**	**#VALUE!**	**$473,333.00**	

Budget Report, Created by Bryant Olandes, bolandes@magnoliapublicschools.org, 05/15/2026
Source: Euna™ Portal

Budget Report

ugh Agency: California Department of Forestry and Fire Protection (CAL FIRE)
Program: 2025-2026 Aliso Canyon Green Schoolyards
t Name/Title: Magnolia Science Academy-1 Green Schoolyard Transformation Project
Org Name: Magnolia Educational & Research Foundation DBA Magnolia Public Schools
Stage: Pre-Award

Report Date: 05/15/2026
Requested By: Bryant Olandes
bolandes@magnoliapublics

Narrative

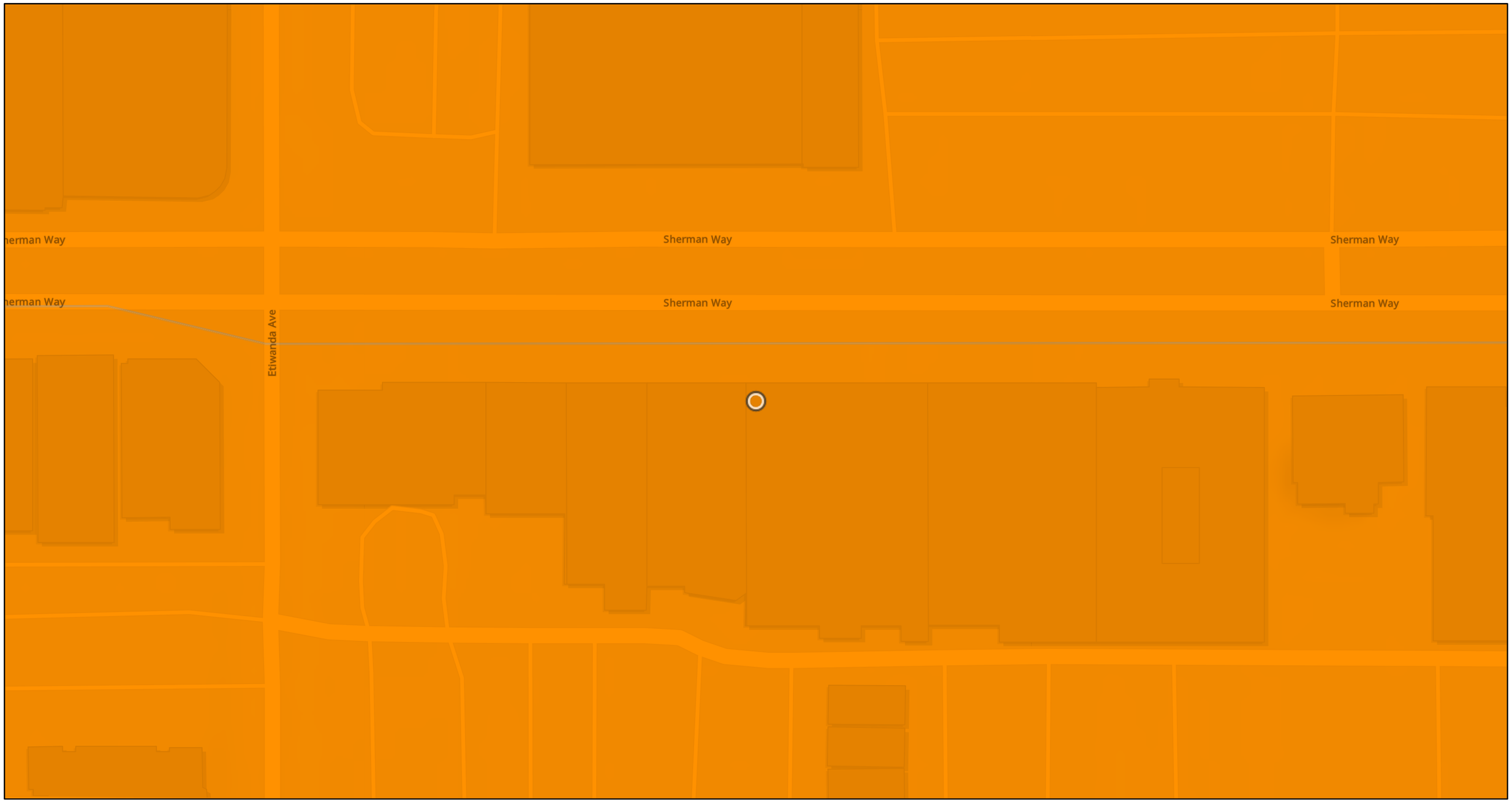
The proposed budget supports implementation of the highest-priority climate resilience, urban forestry, heat mitigation, and environmental equity improvements identified through the Magnolia Science Academy-1 Green Schoolyard Climate Resilience planning process. The project focuses on transforming a predominantly asphalt-covered campus into a climate-responsive educational environment through substantial impervious surface removal, urban forestry expansion, permeability improvements, shaded outdoor learning environments, and green infrastructure investments designed to improve long-term environmental conditions for students and the surrounding community.

Budgeted demolition and site preparation activities will support removal of approximately 38,646 square feet of impervious asphalt and approximately 10,167 square feet of existing modular/building areas identified for conversion into environmentally beneficial green space, outdoor learning environments, and climate-resilient infrastructure. Landscape and urban forestry investments represent the largest project component and include installation of approximately 50 climate-adaptive shade trees, native and drought-tolerant planting areas, irrigation systems, mulch zones, and supporting landscape infrastructure intended to maximize canopy expansion, reduce heat exposure, improve biodiversity, and enhance long-term environmental performance. Permeable infrastructure improvements include permeable paving systems, decomposed granite pathways, and green stormwater management features designed to improve infiltration, reduce runoff, and support climate-resilient site performance. The project also includes development of shaded outdoor classrooms, student gathering spaces, and outdoor educational environments that support environmental literacy, student wellness, and community engagement while increasing access to shaded and climate-responsive outdoor space. Additional funding supports accessibility improvements, circulation enhancements, project administration, construction administration, and implementation coordination necessary to ensure successful project delivery and long-term sustainability.

Magnolia Science Academy-1 serves a high-need student population within the San Fernando Valley, including substantial percentages of socioeconomically disadvantaged students, English Learners, students with disabilities, and unduplicated pupils. The proposed investments directly address environmental inequities associated with limited access to shaded outdoor environments, tree canopy, and climate-resilient green space while improving campus usability during periods of elevated heat exposure. MERF/MPS is committed to providing long-term stewardship, maintenance, and operational support associated with the completed improvements. Through continued organizational investment and partnership with the property owner, the project will deliver lasting environmental, educational, and community benefits beyond the grant period. Together, these investments will transform Magnolia Science Academy-1 from a predominantly impervious, heat-retaining campus into a greener, healthier, and more climate-resilient learning environment serving a high-need student population in the San Fernando Valley.

Exhibit D

ArcGIS Web Map



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Draft CalEnviroScreen 5.0 Percentile

> 70 – 80

World_Hillshade

1:861

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,


Sherman Way
Sherman Way
Universal Thrift Store
Thrift store
Citi
Century Discount Pharmacy
Temporarily closed
Magnolia Science Academy 5 - Los Lobos
Etiwanda Ave
Etiwanda Ave
7138
7132
18244
18214
18212
Magnolia Public Schools - Regular Board Meeting - Agenda - Thursday November 19, 2026 at 6:30 PM

Exhibit E: Equipment Depreciation Schedule

N/A

Exhibit F: California Climate Investments (CCI) Addendum

Include the following text or indicate the CCI Addendum is not applicable to the project.

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.

2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.

3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.

4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.

5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the State. The reporting shall be submitted to the State no less frequently than quarterly. In addition, THE STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage: https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following the Statement:

"Funding for this project provided by the California Department of Forestry and Fire Protection's Forest Health Program as part of the California Climate Investments Program."

A draft of the acknowledgement must be approved by the State prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following the Statement in public announcements or press releases on said projects:

"PROJECT NAME, is part of California Climate Investments, a Statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least thirty-five percent (35%) of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."

Exhibit G: GHG Emissions Workbook

N/A

GRANT NUMBER 8GA26415
Magnolia Educational & Research Foundation DBA Magnolia Public Schools
Magnolia Science Academy – 1 Green Schoolyard Transformation Project

Exhibit H: Limited Waiver of Sovereign Immunity

Include the following text or indicate the Limited Waiver of Sovereign Immunity is not applicable to the project.

The Parties acknowledge that Grantee is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. Nothing in this Agreement is or shall be deemed to be a general waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted, provided, however, that Grantee hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow CAL FIRE to exercise all of its rights under the terms of this Agreement, and Grantee consents to suit in any court of the State of California for any claim to interpret or enforce this Agreement. Grantee's limited waiver of sovereign immunity is applicable solely to claims by the State of California, through CAL FIRE and its departments, their successors and assigns. This limited waiver of sovereign immunity does not apply to claims by any other person, corporation, partnership, governmental body, or other entity. Claims hereunder shall allow for the remedies of specific performance, injunctive relief, declaratory relief, and monetary damages. The Parties agree to meet and confer to seek to resolve any disputes arising under this Agreement before pursuing legal action against the Tribe.

Name	**Date**
Signature	**Title or Role**

Approval of CAL FIRE Aliso Canyon Green Schoolyards Agreement for Magnolia Science Academy-1 Green Schoolyard Transformation Project (Non-Binding Agreement)

Exhibit B. MSA-1 CAL FIRE Board Review and Approval Presentation

MSA-1 CAL FIRE GREEN SCHOOLYARD

Board Review & Approval

A $1.893M campus transformation leveraging a $1.42M CAL FIRE award

Link to the analysis package - more details

BOARD DECISION

Approve the grant, MPS cost share, and authority to execute and implement—subject to the compliance and fiscal controls in this presentation.

Agreement due Nov. 17, 2026

Grant Agreement 8GA26415 • MSA-1 Reseda



Board Decision & Current Campus Context

Link to the analysis package - more details

The project improves a heavily paved area while requiring careful coordination with active school uses during implementation



CURRENT CAMPUS USE / PROJECT CONTEXT

The south campus is currently used for PE/play, lunch/event, circulation and co-location functions. Construction phasing must preserve safe student operations.

Decision requested

- Accept CAL FIRE grant up to $1.42M
- Approve $473,333 MPS cost share
- Authorize execution and implementation subject to final compliance review

Why now

$1.42M	$473K	2030
State grant	MPS match	Completion

The grant converts an existing operational challenge—large paved surfaces—into a long-term campus asset, but implementation must be sequenced around school operations.

What the Grant Transforms

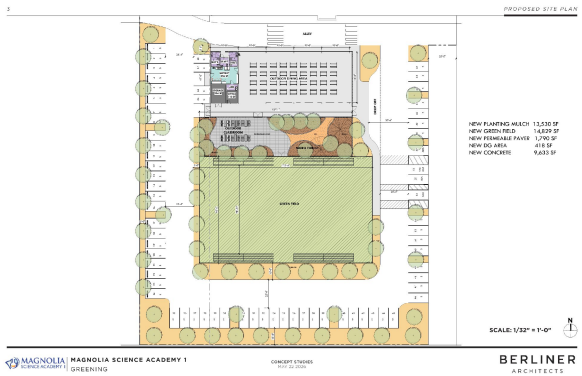
From asphalt and modular structures to a climate-resilient green schoolyard



1 DEMOLITION / CLEARING

38,646 SF asphalt removed

10,167 SF structures removed



2 PROPOSED GREEN SCHOOLYARD

13,530 SF new planting

14,829 SF green field



3 STUDENT-FACING OUTCOME

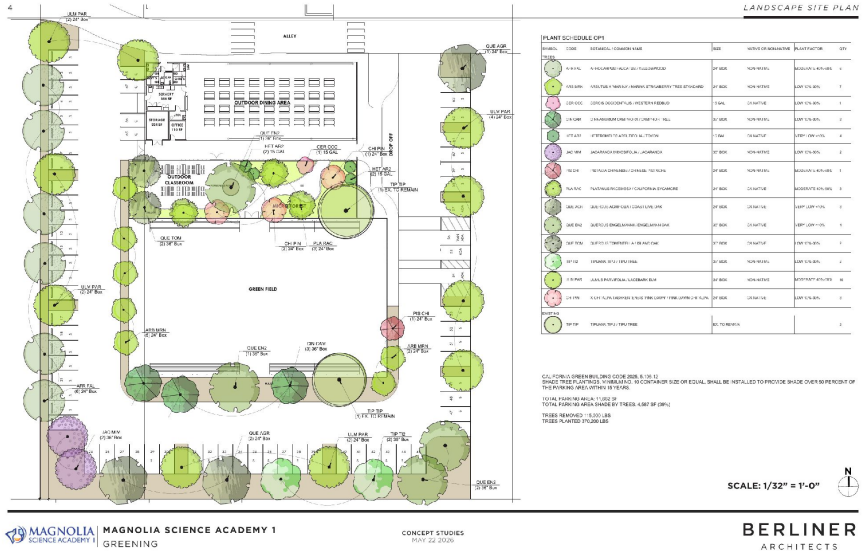
~50 new shade trees

1,790 SF permeable pavers

Outdoor classroom • micro-forest • green field • dining/gathering • permeable circulation

Student Experience & Design Opportunities

The landscape concept creates daily learning, wellness, recreation and gathering value



LANDSCAPE / TREE CANOPY CONCEPT

Tree palette includes native and climate-adaptive species distributed around the field, outdoor classroom, micro-forest and parking edges.



OUTDOOR LEARNING + GATHERING



DINING / SHADE CONCEPT

Complementary opportunity — separate funding discipline





Permanent shade structure concepts can enhance the project, but should be treated as a separately funded / separately approved element unless CAL FIRE confirms eligibility.

Funding Structure & MPS Commitment

The approved project budget is $1.893M: $1.42M CAL FIRE + $473,333 Magnolia cost share

$1,893,333 total approved project budget



The grant is capped. MPS assumes responsibility for additional funds required to complete the approved project.

Approved MPS cost share

Long-term landscape establishment & maintenance	**$400,683**
Project oversight / grant administration	**$15,000**
Facilities coordination / stewardship	**$25,500**
Benefits tied to staff time	**$12,150**
Tree establishment / stewardship materials	**$20,000**

Cash-flow mechanics

Reimbursement-based

MPS normally pays eligible costs first, then invoices CAL FIRE in arrears.

Advance may be requested

At CAL FIRE discretion; generally up to 25% of the grant, with six-month use and accountability requirements.

Up to $355,000

potential advance

Finance should model grant cash flow before contracts are released.

Benefits & Strategic Opportunities

The project creates value beyond landscaping—student wellness, climate resilience, operational quality and capital leverage

STUDENT WELLNESS

Shade + nature

Lower heat exposure; more usable outdoor space for recreation, dining and gathering.

LEARNING

Outdoor classroom

Environmental literacy, urban forestry, biodiversity and stewardship can be integrated into school programming.

CLIMATE RESILIENCE

48K+ SF transformed

Less heat-retaining surface, more permeability, expanded canopy and climate-adaptive planting.

CAPITAL LEVERAGE

3.0×

Each $1 of approved MPS cost share leverages roughly $3 of State grant funding.

Strategic opportunities for MPS

- **Demonstration campus** — Model for future greening and heat-mitigation projects.
- **Operational upgrade** — Convert a paved, shared-use area into a higher-quality daily student environment.
- **Community asset** — Create visible stewardship, family engagement and community-event opportunities.
- **Future phase platform** — Potential to add separately funded shade / outdoor-learning enhancements without diluting the grant-funded green infrastructure.

Delivery Gates & Schedule

Clear stop/go gates protect grant eligibility and MPS unrestricted funds



Board approval	Fully execute	CEQA / permits	Procurement	Construction	Closeout
Accept grant + match; authorize execution.	No eligible grant work before later signature date.	No environmentally impactful work until clearance.	Competitive process; flat-rate approval; public-works / wage compliance.	Phase around active PE/play, lunch/event and co-location uses.	Finish by Feb. 27, 2030; final invoice/report within 30 days.

Operational phasing requirement

- Maintain safe student circulation and replacement PE/play/lunch space during construction.
- Sequence demolition, utility work and landscape installation around school calendar and access constraints.
- Do not allow contractor mobilization to precede grant effective date / CEQA and procurement clearances.

Key Risks & Management Controls

The award is compelling, but MPS carries completion, compliance, operational and cash-flow responsibility

Cost overrun / funding gap	HIGH	Cap approved MPS share at $473,333; Board/FSC escalation for material increases; formal change control.
Campus disruption / phasing	HIGH	Maintain replacement PE/play/lunch capacity; calendar-based phasing; safety and access plan before mobilization.
Procurement / prevailing wage	HIGH	Competitive procurement; grant rider; legal/DIR review; written CAL FIRE approval where required.
CEQA / premature start	HIGH	No grant work before effective date; no environmental-impact work before CAL FIRE clearance.
Reimbursement cash flow	MED	Cash-flow forecast; evaluate advance; monthly reconciliation and prompt invoices.
Audit / disallowed cost	MED	Dedicated cost center; bids/contracts, proof of payment, time records, match tracking and retention.
Termination / State funding	MED	Cancelable vendor terms; avoid large non-cancelable obligations; grant suspension/termination flow-down.

Long-term commitment: MPS remains responsible for landscape/tree establishment, care and stewardship beyond construction.

Pre-Signature Conditions & Administrative Clean-Up

Resolve these items before or contemporaneously with execution

1	**Project representative**	Replace former employee Bryant Olandes as project representative / invoice signer.
2	**Exhibit F status**	Confirm whether CCI addendum applies; if yes, correct the “Forest Health Program” acknowledgement language.
3	**Exhibit H status**	Confirm tribal sovereign-immunity exhibit is N/A; do not sign that separate signature block.
4	**Scope data reconciliation**	Align tree count / deliverables and correct inconsistent outdoor-space percentages in incorporated materials.
5	**Cost-share documentation**	Confirm how and when the $400,683 long-term establishment / maintenance match must be documented and incurred.
6	**Contracting rules**	Confirm flat-rate approval process and competitive-bid requirements before executing grant-funded contracts.
7	**Shade structure separation**	Keep permanent canopy/shade enhancements outside grant-funded costs unless CAL FIRE gives written eligibility approval.

These items protect eligibility and audit defensibility; they do not diminish the fundamental value of the award.

Recommended Board Action

Approve the award while establishing explicit fiscal, procurement, operational and compliance guardrails

Proposed action

- Approve acceptance of CAL FIRE Grant Agreement 8GA26415 in an amount not to exceed $1,420,000.
- Approve MPS cost share of $473,333 and total approved project budget of $1,893,333.
- Authorize the CEO & Superintendent, or designee, to execute the agreement and administrative documents subject to legal/compliance review and resolution of pre-signature items.
- Authorize competitive procurement, contracting, reimbursement requests, and an advance-payment request if financially beneficial.
- Require management to maintain a construction phasing plan protecting active school operations and safe student access.
- Require Board/FSC approval for material increases in MPS contribution beyond $473,333 or material scope changes outside delegated authority.

Management recommendation

APPROVE

subject to final administrative clarifications and compliance controls

Board oversight

- Quarterly project / fiscal status
- Budget variance + reimbursement tracking
- Construction phasing / operational impact
- Material scope or funding changes escalated
- Final closeout + compliance report

Approval of CAL FIRE Aliso Canyon Green Schoolyards Agreement for Magnolia Science Academy-1 Green Schoolyard Transformation Project (Non-Binding Agreement)

Exhibit C. MSA-1 CAL FIRE Project Analysis Package

MSA-1 Green Schoolyard Transformation Project

CAL FIRE Aliso Canyon Green Schoolyards Grant | Detailed Project Analysis Package

Grant Agreement 8GA26415 | November 2026



Concept rendering of the proposed green schoolyard transformation (Berliner Architects, Concept Studies, May 22, 2026).

Purpose of this package

To provide the Board and management with a consolidated view of the project scope, design, funding, contractual obligations, risks, implementation requirements, and opportunities before execution and construction.

Executive Assessment

$1.42M	$473,333	$1.893M	Feb. 27, 2030
CAL FIRE grant cap	MPS cost share	Total approved project budget	Project completion deadline

The project is strategically compelling and financially attractive: CAL FIRE funds approximately 75% of the approved $1.893 million project budget, while MPS contributes approximately 25% through staff time, stewardship materials, and a large long-term landscape establishment and maintenance commitment. The design would convert a predominantly asphalt-dominated campus area into a green field, outdoor classroom, micro-forest, new planting zones, permeable surfaces, expanded tree canopy, and related circulation improvements.

The project is also implementation-sensitive. The grant agreement shifts cost-overrun risk to MPS, generally reimburses expenditures after they are paid, requires CEQA clearance before environmentally impactful work, may trigger public-works/prevailing-wage requirements, and makes MPS responsible for contractor/subrecipient compliance. The current document set also contains several inconsistencies and ambiguities that should be resolved before procurement and construction.

Recommended posture

Proceed with Board acceptance and project implementation, subject to a controlled pre-construction gate: confirm the final grant agreement is fully executed, correct the project representative, resolve cost-share documentation and exhibit ambiguities with CAL FIRE, reconcile design quantities, validate the current cost estimate, and establish grant-compliant procurement and financial controls.

Key Findings

- The State grant is capped at $1,420,000; MPS is responsible for additional funds needed to complete the approved project.
- The approved cost share is $473,333, of which $400,683 is identified as long-term landscape establishment and maintenance. This should be clarified with CAL FIRE as to timing, eligible documentation, and when it must be incurred.
- Permanent shade structures are expressly ineligible for CAL FIRE reimbursement. Shade-canopy concepts should therefore be maintained as a separate, clearly funded capital enhancement unless CAL FIRE provides written approval for a different treatment.
- The design is conceptually strong but not yet fully reconciled: application materials reference 50 new shade trees, 52 total trees, while the detailed plant schedule sums to 51 proposed new trees; the landscape sheet also shows 39% parking shade by trees against a stated 50% standard.
- The grant agreement is reimbursement-based by default, although CAL FIRE may authorize advances. Finance should decide early whether an advance request is necessary to protect unrestricted cash.
- The project should be managed as a formal capital/grant program with a dedicated project code, monthly fiscal reconciliation, grant-specific procurement clauses, schedule controls, and Board/management reporting.

1. Project Snapshot and Strategic Case

Item	Current project record
Applicant / Grantee	Magnolia Educational & Research Foundation DBA Magnolia Public Schools
School / Site	Magnolia Science Academy-1, Reseda
Program	2025-2026 CAL FIRE Aliso Canyon Green Schoolyards
Grant Agreement	8GA26415
CAL FIRE Funding	$1,420,000 maximum
MPS Cost Share	$473,333
Total Approved Budget	$1,893,333
Performance Period	Effective date (later signature) through February 27, 2030
Property Owner	MPM Sherman Way LLC
Design / Technical Team	Berliner Architects; Office of the Designed Landscape (OOTDL); EPI Construction Services; Rabuild Commercial Services LLC

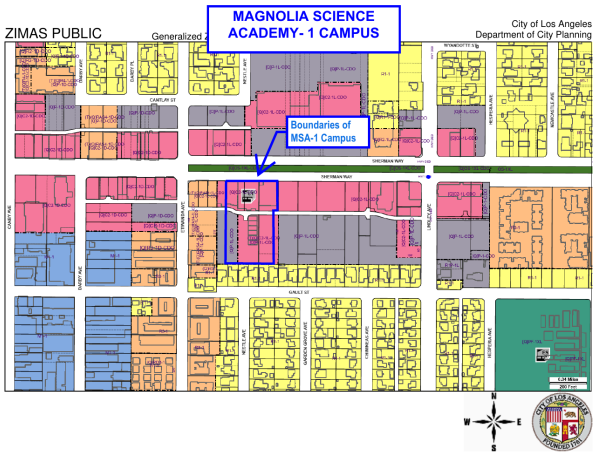
Strategic value

- Heat mitigation: reduces heat-retaining asphalt and expands canopy and shaded landscape.
- Student wellness and learning: adds outdoor classroom/gathering space and nature-based educational opportunities.
- Stormwater and environmental performance: introduces permeable surfaces, landscape infiltration, and climate-adaptive planting.
- Environmental equity: the application frames the investment around a high-need student population and limited access to quality green space.
- Campus modernization: converts underutilized hardscape/modular areas into durable educational and recreational assets.
- Leverage: every $1 of MPS approved project contribution supports approximately $3 of total project value, with the State funding roughly 75% of the approved budget.

Source: Grant Agreement 8GA26415, cover page and Exhibit A; Exhibit C Budget Report; application narrative incorporated into the agreement.

2. Existing Conditions and Site Context

The project is located on the MSA-1 campus along Sherman Way in Reseda. The City of Los Angeles ZIMAS map confirms the campus boundary within a mixed urban context. The project materials depict a highly constrained, paved campus environment with surrounding commercial/recreational and residential uses. The operational diagram supplied by MPS also shows current or prior school uses within the proposed improvement area, including PE/play, lunch, events, circulation, and co-located school functions.



City of Los Angeles ZIMAS map showing the MSA-1 campus boundary.



MPS campus-use/context diagram showing the project area and adjacent uses.

Existing-condition quantities

Existing condition proposed for removal	Quantity
Asphalt / impervious surface	38,646 SF
Modular/building structures	10,167 SF
Existing landscape	3,702 SF

Operational implication

Construction phasing must be aligned with actual campus operations at the time work begins. Before demolition, MPS should confirm which uses shown in the operating diagram remain active, develop temporary circulation/PE/lunch plans, and coordinate any loss of parking or event space.

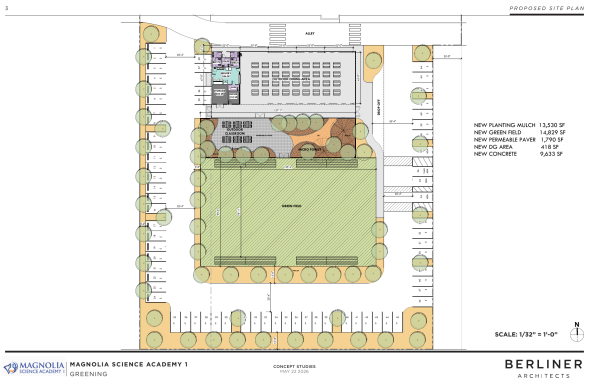
Source: Berliner Architects, MSA-1 Greening Concept Studies, demolition plan; City of Los Angeles ZIMAS map dated July 31, 2026; MPS operational context diagram.

3. Proposed Scope and Design

The core design strategy is to move parking toward the perimeter and convert the central heat-retaining area into a green/open-space system. The proposed plan includes a large green field, an outdoor classroom, micro-forest/ecological planting, outdoor dining, accessible circulation, perimeter trees, irrigation, permeable paving, decomposed granite, mulch, and new landscape zones.



Demolition concept: asphalt, structures, and selected landscape removal.



Proposed site plan: perimeter parking, outdoor dining, green field, classroom, and micro-forest.

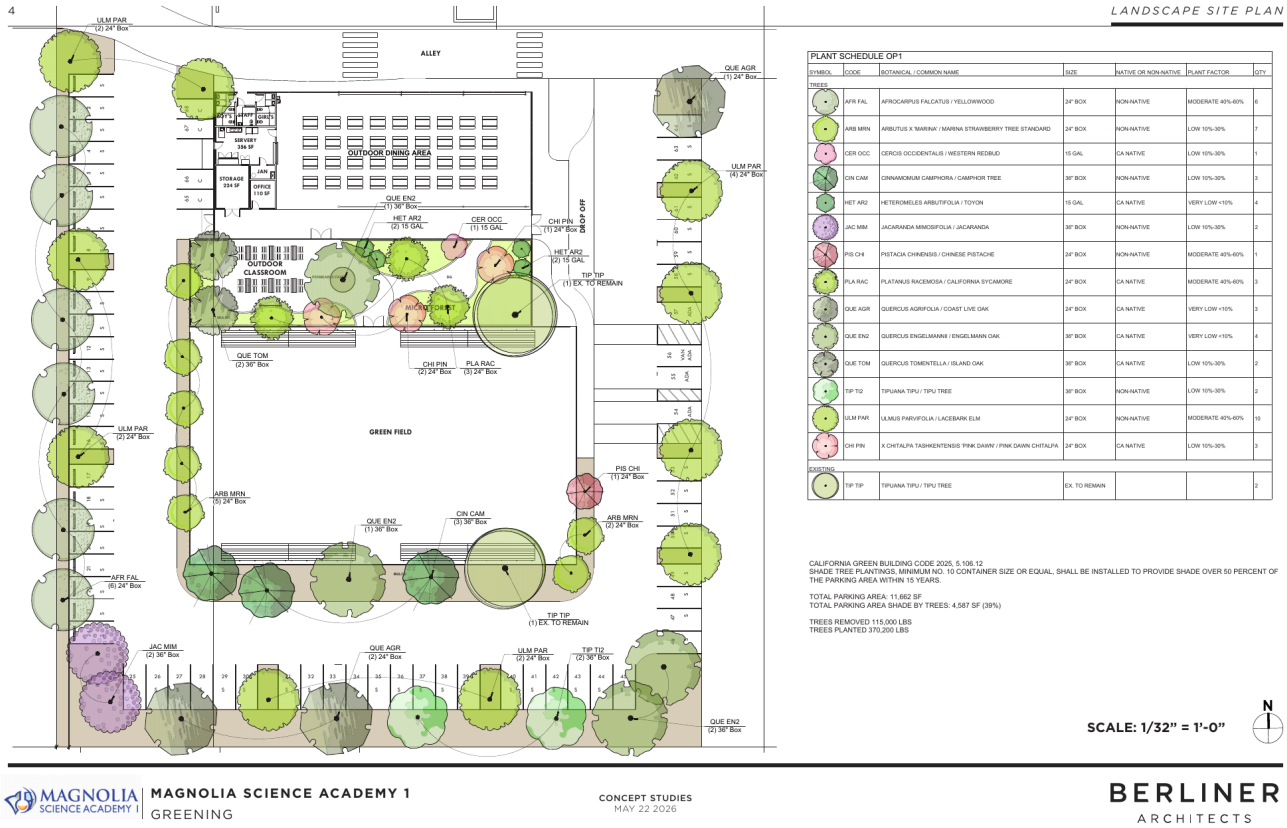
Proposed surface program

Proposed element	Quantity	Purpose
New planting / mulch	13,530 SF	Canopy, biodiversity, heat mitigation
New green field	14,829 SF	PE, recreation, wellness, flexible use
Permeable paver	1,790 SF	Gathering/circulation and stormwater infiltration
Decomposed granite	418 SF	Nature-based circulation
New concrete	9,633 SF	Accessible circulation and durable hardscape

The proposed-area schedule totals approximately 40,200 square feet. Because the demolition program identifies 48,813 square feet of asphalt plus structures for removal, final construction documents should reconcile the area accounting so the Board, CAL FIRE, estimator, and contractor are using a single site-area baseline.

Source: Berliner Architects, MSA-1 Greening Concept Studies, proposed site plan and demolition plan.

4. Landscape, Tree Canopy and Heat-Mitigation Strategy



Landscape site plan with tree species, sizes, canopy strategy and planting locations.

The landscape plan uses a mixed palette of California native and climate-adaptive non-native species, with 15-gallon, 24-inch box, and 36-inch box stock. Species include Yellowwood, Marina Strawberry Tree, Western Redbud, Camphor Tree, Toyon, Jacaranda, Chinese Pistache, California Sycamore, Coast Live Oak, Engelmann Oak, Island Oak, Tipu, Lacebark Elm, and Pink Dawn Chitalpa.

Tree-count reconciliation needed

Source	Tree quantity
Grant deliverables narrative	50 new climate-adaptive shade trees
Application field	52 total trees for this campus
Detailed plant schedule	51 proposed new trees (species quantities sum to 51)
Existing trees shown to remain	2 Tipu trees

This discrepancy should be resolved before final design, procurement, reimbursement, and final reporting. CAL FIRE reporting should not be based on an ambiguous tree count.

Parking shade issue

The landscape sheet includes a California Green Building Code note stating that shade tree plantings should provide shade over 50% of the parking area within 15 years, while the same plan calculates tree shade at 4,587 square feet, or 39% of the 11,662-square-foot parking area. The design team should confirm whether other approved shade sources are included in the compliance calculation, whether more trees are required, or whether the standard applies differently to this project.

Important distinction

The grant encourages shade through trees and green infrastructure, but CAL FIRE separately instructed MPS that permanent shade structures are not an eligible grant expense. Code/design compliance and grant eligibility therefore must be solved together but accounted for separately.

Source: OOTDL Planting Plan Option 1; Berliner Concept Studies; CAL FIRE Grant Award Revision letter.

5. Student Experience and Complementary Shade Concepts



Concept rendering: shaded outdoor learning/gathering area adjacent to landscape.



Concept rendering: covered outdoor dining / gathering environment.

The concept imagery demonstrates the educational and operational potential of the project: outdoor dining, outdoor classroom use, informal learning, gathering, and connection to mature landscape. These renderings are useful for communicating the intended student experience, but they should not be treated as a final grant-funded construction scope until each element is reconciled with the approved budget and CAL FIRE eligibility rules.

Permanent shade structures



Alternative tensile/fabric shade concept provided by MPS.



Alternative permanent roof/shade concept provided by MPS.

CAL FIRE explicitly stated that permanent shade structures are not eligible grant expenses. Accordingly, if MPS chooses to pursue a permanent canopy or roof structure, it should be managed as a separate capital scope with its own funding source, permitting/DSA path, procurement, and accounting. The separately

funded structure should still be coordinated with the Green Schoolyard design to avoid conflicts with tree canopy, irrigation, circulation, CEQA documentation, and project phasing.

Source: MPS-provided shade concept renderings; CAL FIRE Grant Award Revision letter.

6. Financial Structure and Approved Budget

$1,420,000	$473,333	75%	25%
Grant-funded direct costs	MPS approved cost share	State share of approved budget	MPS share of approved budget

Grant-funded direct cost allocation

Category	Amount	% of grant
Landscape & irrigation improvements	$550,000	38.7%
Permeable infrastructure / green stormwater	$250,000	17.6%
Urban forestry installation	$175,000	12.3%
Learning & gathering areas	$150,000	10.6%
Demolition & site preparation	$118,230	8.3%
Accessibility & circulation	$75,000	5.3%
Construction administration / implementation oversight	$72,770	5.1%
Grading & soil preparation	$29,000	2.0%

MPS cost-share composition

Cost-share component	Amount	% of match
Long-term landscape establishment & maintenance commitment	$400,683	84.7%
Project oversight & grant administration staff time	$15,000	3.2%
Facilities coordination & stewardship staff time	$25,500	5.4%
Associated employee benefits	$12,150	2.6%
Tree establishment & stewardship materials	$20,000	4.2%

Finance issue requiring written CAL FIRE clarification

The largest MPS match item is a $400,683 “Long-Term Landscape Establishment and Maintenance Commitment.” Finance should obtain written guidance on whether this amount must be fully incurred during the performance period, how future maintenance is valued/documented, and what evidence will be accepted for reimbursement/match verification.

Source: Exhibit C Budget Report in Grant Agreement 8GA26415; MPS budget report dated May 15, 2026.

7. Cash Flow and Fiscal Exposure

The agreement is not a simple upfront capital contribution. By default, CAL FIRE pays in arrears for actual eligible expenditures after MPS has incurred and paid the costs. Disbursement requests may generally be submitted no more frequently than monthly and at least quarterly. CAL FIRE may authorize advance payments at its discretion, subject to a written need justification, detailed expenditure plan, accountability reporting, and spending/liquidation requirements.

Fiscal issue	Project implication	Recommended management response
Reimbursement timing	MPS may carry contractor/vendor cash before reimbursement.	Create a cash-flow forecast; decide whether to request an advance.
Grant cap	$1.42M is a maximum; excess completion cost is MPS responsibility.	Update estimate before procurement; include contingency outside grant assumptions.
Pre-effective-date costs	Work started before the later signature date is ineligible.	No grant-dependent work until fully executed.
State budget contingency	State may suspend/reduce/terminate if funds are unavailable.	Use grant-contingent contract clauses and minimize non-cancelable exposure.
Audit/disallowance	Unsupported or ineligible costs can be repaid.	Monthly reconciliation and centralized backup documentation.

Because the direct-cost budget was created in May 2026 and the agreement was issued in November 2026, the project team should validate the current estimate before bidding. The grant agreement does not increase automatically if market pricing or final design costs exceed the approved budget.

Source: Grant Agreement §§2, 9, 11, 13, 16-17 and Exhibit C.

8. Grant Agreement Obligations and Compliance Gates

Requirement	What the documents require	Management implication
Execution	Agreement is not binding until approved by authorized CAL FIRE designee.	Confirm countersignature/effective date before starting grant work.
Completion	Project must be completed by February 27, 2030.	Build schedule backward from closeout; request extensions at least 60 days ahead if needed.
CEQA	CAL FIRE must approve evidence of CEQA compliance before environmentally impactful work.	No demolition, grading, tree removal or similar activity until written clearance.

Requirement	What the documents require	Management implication
Reporting	Progress reports and requested records; final report and final invoice within 30 days after completion.	Assign a grant administrator and reporting calendar.
Records / audit	Detailed project and financial records retained at least three years after final State payment.	Dedicated project file and audit-ready records.
Budget changes	Up to 10% reallocations require written State approval; larger shifts/substantial scope/completion-date changes require amendment.	No informal field-level budget movement.
Contractors	MPS remains fully responsible for subrecipient/contractor compliance.	Use grant flow-down clauses in all project agreements.
Labor Code	Grant-funded work may be public work subject to prevailing wage requirements.	Counsel/Facilities to make a documented public-works determination before solicitation.

Source: Grant Agreement §§6, 9-11, 13-17, 20, 27.

9. Procurement and Contracting Strategy

CAL FIRE's revision letter states that flat-rate contracts require prior approval and that a competitive bid process must be followed. The final grant budget is almost entirely contractual: eight direct-cost contract categories total the full $1.42 million grant. Procurement therefore is one of the highest compliance risks in the project.

Recommended contracting controls

- Obtain CAL FIRE's written definition/approval process for flat-rate contracts before solicitation or award.
- Have counsel determine public-works/prevailing-wage applicability and incorporate DIR registration, certified payroll, apprenticeship and related clauses if applicable.
- Use written scopes that map directly to the Exhibit C budget categories and approved scope.
- Include grant-funding contingency, suspension/termination, audit access, record retention, nondiscrimination, change-order, lien release, and closeout provisions.
- Require prior written MPS approval for scope/budget changes that could affect CAL FIRE eligibility.
- Maintain complete bid/proposal, evaluation, award, contract, invoice, proof-of-payment, and change-order files for audit.

Avoid a common failure mode

Do not let the construction contract become broader than the grant scope without a clear funding split. In particular, permanent shade structures and other separately funded enhancements should be priced, contracted, invoiced, and tracked distinctly.

Source: CAL FIRE Grant Award Revision letter; Grant Agreement §§9-11, 16-17, 20.

10. Property Control, Maintenance and Stewardship

The application identifies MPM Sherman Way LLC as the property owner and MERF/MPS as the school operator under a long-term lease. It also lists a project-specific MOU between the property owner and MERF supporting implementation and long-term stewardship. This is important because the grant investment is being made on property not directly owned by the grantee.

- Verify the lease term and MOU extend sufficiently beyond the grant and required maintenance period.
- Confirm the property owner consents to demolition, landscape installation, irrigation, circulation changes, and any separately funded structural shade work.
- Maintain the grant-funded landscape, trees, irrigation, permeable surfaces, and learning areas as an ongoing operating obligation.
- The application certification commits MPS to 100% of establishment care/maintenance for at least three years after the grant period, using ANSI A-300 and associated ISA best practices.
- The Mature Tree Pledge should be incorporated into Facilities/contractor controls so healthy mature trees are not removed without required CAL FIRE approval.

Source: Application incorporated into Grant Agreement, property ownership/lease/MOU and maintenance certifications; Mature Tree Pledge.

11. Delivery Strategy and Operational Phasing

The application describes a phased delivery sequence: final design and implementation documents; permitting and environmental compliance; demolition/site preparation; landscape/urban forestry/irrigation/permeable improvements; final inspection and activation; then establishment and long-term stewardship. The agreement's Exhibit B is marked N/A, so the narrative schedule and the February 2030 completion date are the controlling planning references unless CAL FIRE later approves a formal schedule.

Phase	Primary outputs	Key gate
1. Pre-construction	Final design, scope reconciliation, estimate, CEQA/permitting, procurement plan	Fully executed agreement + CAL FIRE environmental clearance
2. Procurement	Bid documents, competitive process, contractor award	Grant/public-works compliance confirmed
3. Demolition / enabling	Remove asphalt/structures; protect retained trees/utilities	Operational phasing and safety plan active
4. Construction	Grading, irrigation, permeable systems, accessibility, gathering areas	Budget/scope controls and inspections
5. Landscape / forestry	Trees, planting, mulch, establishment systems	Tree count/species and maintenance plan aligned
6. Closeout / activation	Punch list, final inspection, educational/community activation	Final report/invoice within 30 days
7. Stewardship	Maintenance, tree care, irrigation monitoring	Multi-year operating budget and accountability

The campus-use diagram makes phasing a material operational issue. MPS should produce a construction logistics plan showing student circulation, fencing, emergency access, parking/drop-off, PE/recreation, lunch, noise/dust controls, contractor access, and temporary use areas before mobilization.

12. Document Reconciliation and Open Clarifications

Risk	Rating	Why it matters	Recommended control
Project representative	HIGH	Agreement still identifies Bryant Olandes as project representative and invoice signer.	Send written replacement notice; designate operational and fiscal owners.
Tree count	MED-HIGH	50 new trees in deliverables, 52 in application field, 51 in plant schedule.	Establish one final deliverable count/species schedule and confirm with CAL FIRE.
Parking shade	MED-HIGH	Plan states 50% shade standard but calculates 39% shade by trees.	Design team to reconcile code/shade compliance without relying on ineligible grant-funded structures.
Permanent shade	HIGH	Concepts show permanent structures; CAL FIRE says permanent shade structures are ineligible.	Separate scope, funding, contracts and accounting; obtain permits separately.
Cost share timing	HIGH	$400,683 maintenance commitment is the majority of match.	Get written CAL FIRE documentation/timing rules before final financial plan.
Exhibit F / CCI	MEDIUM	CCI addendum appears in packet but is unchecked as an incorporated exhibit; text references Forest Health Program.	Ask CAL FIRE whether Exhibit F applies and correct program acknowledgement if needed.
Exhibit H	LOW-MED	Tribal sovereign-immunity form is included but unchecked/not applicable to MERF.	Do not sign; obtain N/A confirmation in final packet.
Outdoor-space math	MEDIUM	Application states 38,646 SF accessible, 90% = 28,800 SF, which is not mathematically consistent.	Correct/clarify baseline before final reporting.
Area reconciliation	MEDIUM	48,813 SF of asphalt+structures removed vs 40,200 SF quantified new surfaces.	Reconcile final civil/landscape area schedule and estimate.
Budget currency	HIGH	Approved cost plan dates to May 2026 and is largely ROM/contractual.	Update estimate before bidding and establish MPS contingency strategy.

Source: Grant Agreement; CAL FIRE revision letter; Berliner plans; OOTDL planting plan; budget report and application materials.

13. Consolidated Risk Register

Risk	Rating	Why it matters	Recommended control
Cost overrun	HIGH	Grant is capped; MPS must furnish additional funds	Current estimate, bid alternates, contingency, scope

Risk	Rating	Why it matters	Recommended control
		needed to complete the project.	prioritization, Board thresholds.
Procurement / prevailing wage	HIGH	Most grant dollars are contractual and may constitute public works.	Legal/public-works determination; grant-compliant competitive procurement.
Ineligible cost mixing	HIGH	Permanent shade and other non-eligible elements could contaminate reimbursement.	Separate scopes, contracts, cost codes, invoices and funding sources.
Match documentation	HIGH	Majority of match is long-term maintenance commitment.	Written CAL FIRE guidance and auditable match ledger.
CEQA / permit delay	MED-HIGH	Environmentally impactful work cannot proceed before State-approved CEQA compliance.	Early CEQA/DSA/permit matrix; no early demolition.
Operational disruption	MED-HIGH	Project affects major campus outdoor/parking/circulation space.	Construction logistics plan and phased work windows.
Design quantity mismatch	MEDIUM	Tree, shade and area quantities are not fully consistent across documents.	Issue final basis-of-design and quantity reconciliation before bid.
Cash-flow pressure	MEDIUM	Reimbursement is in arrears by default.	Cash-flow model; consider advance payment request.
State funding contingency	MEDIUM	Unpaid State funds remain subject to appropriation/reduction.	Funding-contingent contracts and conservative commitments.
Long-term landscape performance	MEDIUM	Trees/landscape require multi-year care to deliver promised benefits.	Maintenance standards, irrigation monitoring, replacement plan and funded stewardship.
Property/site control	LOW-MED	MPS operates on property owned by MPM Sherman Way LLC.	Maintain lease/MOU documentation and owner approvals.

14. Opportunities and Upside

- Capital leverage: approximately $1.42 million of State capital supports a roughly $1.893 million campus transformation.
- Campus identity: a coherent green schoolyard can become a visible MSA-1 differentiator for students, families, staff recruitment and community engagement.
- Instructional integration: outdoor science, sustainability, biodiversity and urban-forestry programming can turn the capital project into an instructional asset.
- Community partnerships: the application documents support from local/state elected offices and anticipates community engagement, planting events and stewardship.
- Future shade enhancement: a separately financed permanent shade structure could complement the green-schoolyard design if coordinated with trees, circulation and grant accounting.

- Replicable MPS model: procurement templates, grant controls, landscape maintenance standards and outdoor-learning design lessons can support future campuses.

Best-case outcome

MPS uses the grant not only to complete a landscape project, but to create a durable campus modernization model: green infrastructure + student programming + community use + disciplined capital controls.

15. Governance and Board Decision Framework

The Board should distinguish between prior application authorization and the present acceptance/execution decision. The application package lists an Urban Forestry Grants Resolution as submitted, but the resolution text was not included in the documents reviewed here; therefore management should verify whether the existing resolution already authorizes grant acceptance, execution, the $473,333 cost share, and related contracts.

Recommended Board action components

- Accept the CAL FIRE grant award and authorize execution of Grant Agreement 8GA26415 for up to $1,420,000.
- Approve the MPS/MERF project cost share of $473,333 as reflected in the approved budget, subject to Finance confirming allowable documentation and timing.
- Authorize the CEO/Superintendent or designee to execute the agreement and administrative amendments that do not materially increase MPS financial exposure, subject to Legal/Finance review.
- Authorize competitive procurement and project contracts within the approved project budget and MPS policies, with any material scope or MPS-funding increase returned to the appropriate approval level.
- Direct management to maintain separate accounting for grant, cost share and any separately funded enhancements such as permanent shade structures.
- Require periodic project reporting to the Board on budget, schedule, compliance, risk and major change orders.

Before execution

Confirm countersignature process; update project representative; resolve Exhibit F/H applicability; obtain cost-share guidance; reconcile tree/area/shade quantities; validate current estimate; confirm public-works/procurement requirements.

16. Recommended 90-Day Implementation Plan

Timing	Action	Owner(s)	Deliverable / decision
0-10 days	Board/organizational authorization; agreement execution; representative update; CAL FIRE clarification list	CEO/DSI, Legal, Finance	Fully executed agreement + written clarifications

Timing	Action	Owner(s)	Deliverable / decision
0-30 days	Set project governance, cost codes, grant files, cash-flow model, reporting calendar	DSI/Facilities, Finance	Project charter + fiscal controls
0-30 days	Reconcile final basis-of-design: trees, shade, areas, ineligible shade structures, operational phasing	Facilities + architect + landscape architect	Basis-of-design memo and revised concept set
15-45 days	CEQA/permitting/DSA matrix and property-owner approvals	Facilities, Legal, consultants	Compliance path and permit schedule
30-60 days	Update estimate; define bid packages; confirm prevailing wage and flat-rate approval rules	Facilities, Finance, Legal	Bid-ready budget and procurement strategy
45-90 days	Competitive procurement / contractor selection consistent with grant requirements	Procurement/Facilities	Documented award recommendation
Ongoing	Monthly fiscal reconciliation; quarterly grant reporting; Board updates	Finance + grant lead	Audit-ready file and management dashboard

Appendix A. Detailed Approved Budget

Budget category	Grant	MPS cost share
Project oversight & grant administration	$0	$15,000
Facilities coordination & stewardship	$0	$25,500
Employee benefits associated with cost-share staff	$0	$12,150
Demolition & site preparation	$118,230	$0
Grading & soil preparation	$29,000	$0
Landscape & irrigation improvements	$550,000	$0
Urban forestry installation	$175,000	$0
Permeable infrastructure & green stormwater	$250,000	$0
Learning & gathering areas	$150,000	$0
Accessibility & site circulation	$75,000	$0
Construction administration & implementation oversight	$72,770	$0
Tree establishment & stewardship materials	$0	$20,000
Long-term landscape establishment & maintenance	$0	$400,683
TOTAL	$1,420,000	$473,333

Total approved project budget: $1,893,333. No travel, equipment or indirect costs are budgeted.

Appendix B. Pre-Construction Compliance Checklist

Control item	Status
Board/organizational authorization confirmed	Open
Agreement signed by MPS and CAL FIRE; Effective Date recorded	Open
Project representative and invoice signers updated	Open
Exhibit F (CCI) applicability confirmed	Open
Exhibit H marked N/A / not signed	Open
Cost-share documentation/timing confirmed with CAL FIRE	Open
Tree-count and species schedule reconciled	Open
Parking shade/code calculation reconciled	Open
Area quantities reconciled with final plans/estimate	Open
Permanent shade structure removed from grant accounting	Open
CEQA clearance received for environmental-impact work	Open
DSA/local permitting path confirmed	Open
Public-works / prevailing-wage determination documented	Open
Flat-rate contract approval rules confirmed	Open
Competitive procurement file established	Open
Cash-flow / advance payment strategy approved	Open
Dedicated grant and match cost codes established	Open
Contract grant-flow-down rider approved by Legal	Open
Construction logistics / campus continuity plan approved	Open
Updated estimate and contingency strategy approved	Open

Appendix C. Source Register

Document	Use in this analysis
Grant Agreement 8GA26415 (11/03/2026)	Controlling grant terms; performance period; funding; payment; compliance; termination; Exhibits A-C.
CAL FIRE Grant Award Revision - Magnolia	Selection/conditional award history; missing documents; budget/scope corrections; permanent shade ineligibility; flat-rate/competitive bid requirements.
MSA-1 Green Schoolyard Budget Report (05/15/2026)	Approved grant and cost-share line items and budget narrative.
MSA-1 Aliso Canyon Portal Application / Exhibit A	Project narrative, deliverables, site, partners, property ownership, maintenance and certifications.

Document	Use in this analysis
Berliner Architects - Magnolia Science Academy 1 Greening Concept Studies (05/22/2026)	Demolition plan, proposed site plan, landscape plan, renderings, quantified surfaces.
OOTDL Planting Plan - Option 1	Tree species, stock sizes, quantities, parking shade calculation.
City of Los Angeles ZIMAS Map for MSA-1 (07/31/2026)	Campus boundary and zoning/site context.
MPS project location / operating-use diagram	Current/prior operational uses and adjacent parcels relevant to phasing.
MPS shade concept renderings	Potential complementary permanent shade alternatives; treated as separate from CAL FIRE-funded scope unless approved otherwise.
Environmental Checklist / Mature Tree Pledge / AD-1048 materials	Environmental review and grant-compliance documentation referenced in the project package.

Use of this package

Implementation and governance analysis of the supplied project documents. Final legal, accounting, design, permitting, and grant interpretations should be confirmed by the responsible MPS professionals and CAL FIRE.

Coversheet

Approval of 2024-25 Magnolia Public Schools Annual Audit Report (Reissuance)

Section:	V. Action Items
Item:	A. Approval of 2024-25 Magnolia Public Schools Annual Audit Report (Reissuance)
Purpose:	Vote
Submitted by:	
Related Material:	V.A. Approval of 2024-25 MPS Annual Audit Report (Reissuance).pdf

Agenda Item:	V.A. Action Item
Date:	November 19, 2026
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("**MPS**") Board of Directors (the "**Board**")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Cafer Turan, Interim Chief Financial Officer
RE:	Approval of 2024-25 Magnolia Public Schools Annual Audit Report (Reissuance)

Action Proposed

Staff recommends that the Board approve the finalized reissuance of the FY2024–25 Magnolia Public Schools Annual Audit Report, including the corrected classification of cash held by MPS property LLCs as restricted cash.

Purpose:

The purpose of this item is to present the finalized second reissuance of the FY2024–25 Annual Audit Report and clarify the impact of the restricted cash reclassification on reported liquidity and school financial results.

Background:

The Board approved the FY2024–25 Annual Audit Report on January 24, 2026. The first reissuance addressed accounting corrections related to MSA-5 Proposition 1D revenue recognition and the Santa Ana LLC note payable. Those adjustments and related corrective actions were previously communicated to the Board.

The FY2024–25 Annual Audit Report has been finalized and reissued for the second time. This second reissuance primarily reflects the required reclassification of approximately $18.7 million in cash held by MPS property LLCs, including funds associated with the Grant Anticipation Note (GAN), from cash and cash equivalents to restricted cash as of June 30, 2025. These funds were held by the property LLCs for restricted purposes and were not available for general school operations. The reclassification does not reduce total cash held by the consolidated organization.

Analysis:

As of June 30, 2025, consolidated cash and cash equivalents decrease from approximately $42.5 million to $23.8 million, while current restricted cash increases from approximately $2.0 million to $20.7 million. Total cash, including restricted cash, remains approximately $46.3 million. The reissuance also reclassifies approximately $2.2 million of June 30, 2024 cash to current restricted cash. This is a presentation correction, not a loss of cash, new expense, or reduction in school operating funds. The correction relates to the LLC and consolidated financial statement presentation; it does not change individual schools' operating results, consolidated total assets, liabilities, net assets, or FY2024–25 bottom line.

The finalized reissuance updates the relevant financial statement notes and disclosures to distinguish restricted LLC-held cash from cash available for general operations. Management is presenting the completed audit report to the Board and will communicate the revised liquidity presentation to applicable financing stakeholders and oversight agencies, as appropriate. The auditor's opinion on the reissued financial statements remains unmodified.

Impact:

The correction improves transparency about cash restrictions at the LLC and consolidated levels. It does not change total consolidated cash, individual schools' operating results, or the FY2024–25 bottom line.

Budget Implications:

No additional budget expenditure or change in operating results arises from this cash reclassification.

Exhibits:

- Finalized FY2024–25 Annual Audit Report – Second Reissuance

Consolidated Financial Statements
June 30, 2025 and 2024

Magnolia Educational & Research Foundation

(Operating Magnolia Science Academy #0438,
Magnolia Science Academy 2 #0906,
Magnolia Science Academy 3 #0917,
Magnolia Science Academy 4 #0986,
Magnolia Science Academy 5 #0987,
Magnolia Science Academy 6 #0988,
Magnolia Science Academy 7 #0989,
Magnolia Science Academy Bell #1236,
Magnolia Science Academy Santa Ana #1686, and
Magnolia Science Academy San Diego #0698)



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Magnolia Educational & Research Foundation

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Independent Auditor's Report

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Magnolia Educational & Research Foundation (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the consolidated statement of financial position as of June 30, 2025 and 2024, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of Magnolia Educational & Research Foundation as of June 30, 2025 and 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Restatement and Reissuance

As discussed in Note 13, subsequent to the issuance of the Organization's June 30, 2025 and 2024 financial statements and our report thereon dated January 15, 2026, we became aware that those financial statements were misstated due to errors in amounts reported for cash and cash equivalents, restricted cash, property and equipment, proposition construction loan, and improper inclusion of a note payable in the originally issued statements. In our original report we expressed an unmodified opinion on the 2025 and 2024 financial statements, and our opinion on the revised statements, as expressed herein, remains unmodified.

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Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information such as the consolidated Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and other supplementary information on pages 32-57 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidated Schedule of Expenditures of Federal Awards and other supplementary information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Information

Management is responsible for the other information included in the consolidated financial statements. The other information comprises the Local Education Agency Organization Structure but does not include the consolidated financial statements and our auditor's report thereon. Our opinion on the consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Report on Comparative Information

We have previously audited 2024 consolidated financial statements of the Organization, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated December 13, 2024. In our opinion, the comparative information presented herein as of and for the year ended June 30, 2024, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 15, 2026 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Eide Bailly LLP

Ontario, California
January 15, 2026, except for Notes 1, 2, 4, 5, 9, and 13 for which the date is October 21, 2026

Magnolia Educational & Research Foundation
Consolidated Statement of Financial Position (Restated)
June 30, 2025 and 2024

	2025 as Restated	2024 as Restated
Assets		
Current assets		
Cash and cash equivalents	$ 23,753,619	$ 43,849,745
Restricted cash	20,696,541	2,210,530
Receivables	10,555,437	11,173,689
Prepaid expenses	566,747	581,649
Total current assets	55,572,344	57,815,613
Non-current assets		
Investments	11,613,448	-
Security deposit	10,000	10,000
Other assets	2,173,631	100,000
Restricted cash	1,843,845	2,320,183
Property and equipment	98,464,553	81,760,560
Operating lease right-of-use asset	632,435	405,650
Finance lease right-of-use asset	743,479	1,769,803
Total non-current assets	115,481,391	86,366,196
Total assets	$ 171,053,735	$ 144,181,809
Liabilities		
Current liabilities		
Accounts payable	$ 8,560,678	$ 10,508,635
Accrued compensated absences	495,020	485,766
Interest payable	415,298	-
Refundable advance	8,198,941	7,950,047
Current portion of notes payable	8,151,363	2,524
Current portion of bonds payable	-	800,000
Current portion of operating lease liability	175,064	407,642
Current portion of finance lease liability	341,658	313,018
Current portion of proposition construction loan	256,931	251,869
Total current liabilities	26,594,953	20,719,501
Long-term liabilities		
Notes payable, less current portion	13,686,392	25,608,915
Bonds payable, less current portion and net of unamortized bond issuance costs	27,105,075	25,638,241
Grant anticipation notes payable, less current portion and net of unamortized note issuance costs	29,257,982	-
Operating lease liability, less current portion	480,094	652,296
Finance lease liability, less current portion	429,260	728,275
Proposition construction loan, less current portion	13,482,985	8,799,916
Total long-term liabilities	84,441,788	61,427,643
Total liabilities	111,036,741	82,147,144
Net Assets		
Without donor restrictions	60,016,994	62,034,665
Total liabilities and net assets	$ 171,053,735	$ 144,181,809

See Notes to Financial Statements

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Magnolia Educational & Research Foundation

Consolidated Statement of Activities (Restated)

Years Ended June 30, 2025 and 2024

	2025 as Restated Without Donor Restrictions	2024 as Restated Without Donor Restrictions
Support and Revenues		
Local Control Funding Formula	$ 51,795,019	$ 50,201,138
Federal revenue	4,096,671	4,737,585
Other state revenue	23,791,585	20,592,755
Local revenues	2,865,997	4,570,458
Interest income	103,467	65,249
Fundraising revenue	272,216	285,284
Total support and revenues	82,924,955	80,452,469
Expenses		
Program services	59,873,948	53,688,373
Management and general	25,068,678	22,255,815
Total expenses	84,942,626	75,944,188
Change in Net Assets	(2,017,671)	4,508,281
Net Assets, Beginning of Year	62,034,665	57,526,384
Net Assets, End of Year	$ 60,016,994	$ 62,034,665

See Notes to Financial Statements

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Magnolia Educational & Research Foundation

Consolidated Statement of Functional Expenses

Year Ended June 30, 2025

	Program Services	Management and General	Total Expenses
Salaries	$ 26,253,362	$ 14,420,860	$ 40,674,222
Employee benefits	5,774,699	120,376	5,895,075
Payroll taxes	7,637,780	2,869,795	10,507,575
Fees for services	-	3,433,144	3,433,144
Advertising and promotions	-	430,891	430,891
Office expenses	483,980	601,100	1,085,080
Information technology	537,360	-	537,360
Occupancy	489,554	1,061,893	1,551,447
Travel	-	203,550	203,550
Conferences and meeting	-	9,974	9,974
Interest	6,997,759	-	6,997,759
Depreciation and amortization	3,473,305	-	3,473,305
Amortization of right-of-use asset	325,132	-	325,132
Insurance	-	794,648	794,648
Other expenses	3,168,980	1,122,447	4,291,427
Capital outlay	911,095	-	911,095
Special education	1,842,896	-	1,842,896
Instructional materials	1,007,173	-	1,007,173
Nutrition	454,820	-	454,820
District oversight fees	516,053	-	516,053
Total functional expenses	$ 59,873,948	$ 25,068,678	$ 84,942,626

See Notes to Financial Statements

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Magnolia Educational & Research Foundation

Consolidated Statement of Cash Flows (Restated)

Years Ended June 30, 2025 and 2024

	2025 as Restated	2024 as Restated
Operating Activities		
Change in net assets	$ (2,017,671)	$ 4,508,281
Adjustments to reconcile change in net assets to net cash from (used for) operating activities		
Depreciation and amortization expense	3,473,305	2,526,379
Unrealized gain (loss) on investments	(25,438)	-
Finance lease amortization	325,132	346,683
Interest expense attributable to the amortization of bond issuance costs	921	38,893
Interest expense attributable to the amortization of grant anticipation notes issuance costs	113,414	-
Gain (loss) on disposal of property and equipment	181,270	-
Gain (loss) on extinguishment of debt	(1,221,729)	-
Changes in operating assets and liabilities		
Receivables	618,252	7,599,865
Prepaid expenses	14,902	(232,204)
Other assets	(2,073,631)	-
Accounts payable	(1,947,957)	(1,884,914)
Accrued compensated absences	9,254	11,978
Interest payable	415,298	-
Refundable advance	248,894	(2,516,168)
Operating lease assets and liabilities	(631,565)	180,897
Net Cash from (used for) Operating Activities	(2,517,349)	10,579,690
Investing Activities		
Purchases of property and equipment	(18,811,839)	(4,190,667)
Proceeds from the sale of property and equipment	-	162,772
Purchases of investments	(11,638,886)	-
Net Cash used for Investing Activities	(30,450,725)	(4,027,895)

See Notes to Financial Statements

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Magnolia Educational & Research Foundation
Consolidated Statement of Cash Flows (Restated)
Years Ended June 30, 2025 and 2024

	2025 as Restated	2024 as Restated
Financing Activities		
Proceeds from issuance of notes	$ 9,825,000	$ -
Proceeds from issuance of bonds	27,960,000	-
Proceeds from issuance of grant anticipation notes	29,500,000	-
Proceeds from proposition construction loan	4,940,000	1,976,367
Principal payments on notes	(82,947)	-
Principal payments on bonds	(800,000)	(720,000)
Principal payments on finance leases	(42,680)	(1,016,004)
Principal payments on proposition construction loan	(251,869)	(246,903)
Payment to escrow agent for refunding debt and related issuance costs	(25,638,241)	-
Payment to escrow agent to retire notes	(13,515,737)	-
Bond issuance costs and discount	(855,846)	-
Grant anticipation notes issuance costs	(355,432)	-
Gain (loss) on sale and leaseback transaction	199,373	(1,997,262)
Net Cash from (used for) Financing Activities	30,881,621	(2,003,802)
Net Change in Cash, Cash Equivalents, and Restricted Cash	(2,086,453)	4,547,993
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	48,380,458	43,832,465
Cash, Cash Equivalents, and Restricted Cash, End of Year	$ 46,294,005	$ 48,380,458
Cash and cash equivalents	$ 23,753,619	$ 43,849,745
Cash restricted to notes payable reserve	2,000,000	-
Cash restricted to debt bbligations	377,956	1,576,361
Cash restricted to bond construction	18,345,348	634,169
Cash restricted to bond reserve	1,817,082	2,320,183
Total Cash, Cash Equivalents, and Restricted Cash	$ 46,294,005	$ 48,380,458
Supplemental Cash Flow Disclosure		
Cash paid during the year in interest	$ 6,997,759	$ 4,256,660
Supplemental Cash Flow of Financing Activity		
Lease liability arising from obtaining right-of-use assets	$ 50,316	$ 96,609

See Notes to Financial Statements

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Note 1 - Principal Activity and Significant Accounting Policies (as Restated)

Organization

Magnolia Educational & Research Foundation (the Organization) is a California not-for-profit organization. During the fiscal year ended June 30, 2025, the Organization operated ten charter schools currently serving approximately 3,794 students in grades kindergarten through twelve throughout California. The Organization is dedicated to inspiring students to choose career paths in science, technology, engineering, and math (STEM), while providing a robust, standards-based education program within a supportive culture of excellence.

To ensure students have the tools to succeed, the Organization offer the following programs, which are mostly free of charge:

- Academic programs
- Student support programs
- After school programs
- Parent involvement programs

The Organization operate under the approval of the California State Board of Education, Los Angeles County Office of Education, Los Angeles Unified School District and San Diego Unified School District. Each school receives public per-pupil funding from the State of California, in addition to grants from various government sources.

Magnolia Science Academy

Charter school number authorized by the State: 0438

Magnolia Science Academy (MSA) was approved by the State of California Department of Education in 2002, and is located in 18238 Sherman Way, Reseda, California, 91335. MSA opened on September 3, 2002, and currently serves approximately 746 students in grades six through twelve. MSA was granted an extension by Los Angeles County Office of Education through June 30, 2030. MSA receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 2

Charter school number authorized by the State: 0906

Magnolia Science Academy 2 (MSA 2) was approved by the State of California Department of Education in 2007, and is located in 17125 Victory Boulevard, Van Nuys, California, 91406. MSA 2 opened on September 5, 2007, and currently serves approximately 514 students in grades six through twelve. MSA 2 was granted an extension by Los Angeles County Office of Education through June 30, 2030. MSA 2 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 3

Charter school number authorized by the State: 0917

Magnolia Science Academy 3 (MSA 3) was approved by the State of California Department of Education in 2007, and is located in 1254 East Helmick Street, Carson, California, 90746. MSA 3 opened on September 5, 2007, and currently serves approximately 411 students in grades six through twelve. MSA 3 was granted an extension by Los Angeles County Office of Education through June 30, 2030. MSA 3 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 4

Charter school number authorized by the State: 0986

Magnolia Science Academy 4 (MSA 4) was approved by the State of California Department of Education in 2008, and is located in 11330 West Graham Place, B-9, Los Angeles, California, 90064. MSA 4 opened on September 3, 2008, and currently serves approximately 132 students in grades sixth through twelve. MSA 4 was granted an extension by Los Angeles Unified School District through June 30, 2026. MSA 4 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 5

Charter school number authorized by the State: 0987

Magnolia Science Academy 5 (MSA 5) was approved by the State of California Department of Education in 2008, and is located in 18238 Sherman Way, Reseda, California, 91335. MSA 5 opened on September 3, 2008, and currently serves approximately 218 students in grades six through twelve. MSA 5 was granted an extension by Los Angeles County Office of Education through June 30, 2026. MSA 5 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 6

Charter school number authorized by the State: 0988

Magnolia Science Academy 6 (MSA 6) was approved by the State of California Department of Education in 2009, and is located in 745 South Wilton Place, Los Angeles, California, 90005. MSA 6 opened on September 9, 2009, and currently serves approximately 128 students in grades six through eight. MSA 6 was granted an extension by Los Angeles Unified School District through June 30, 2026. MSA 6 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 7

Charter school number authorized by the State: 0989

Magnolia Science Academy 7 (MSA 7) was approved by the State of California Department of Education in 2010, and is located in 18355 Roscoe Boulevard, Northridge, California, 91325. MSA 7 opened on September 13, 2010, and currently serves approximately 272 students in grades kindergarten through five. MSA 7 was granted an extension by Los Angeles Unified School District through June 30, 2026. MSA 7 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy Bell

Charter school number authorized by the State: 1236

Magnolia Science Academy Bell (MSA Bell) was approved by the State of California Department of Education in 2010, and is located in 6411 Orchard Avenue, Bell, California, 90201. MSA Bell opened on September 10, 2010, and currently serves approximately 385 students in grades six through eight. MSA Bell was granted an extension by Los Angeles Unified School District through June 30, 2027. MSA Bell receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy Santa Ana

Charter school number authorized by the State: 1686

Magnolia Science Academy Santa Ana (MSA Santa Ana) was approved by the State of California Department of Education in 2014, and is located in 2840 West 1st Street, Santa Ana, 92703, California. MSA Santa Ana opened on August 1, 2014 and currently serves approximately 524 students in grades kindergarten through twelve. MSA Santa Ana was granted an extension by California Department of Education through June 30, 2026. MSA Santa Ana receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy San Diego

Charter school number authorized by the State: 0698

Magnolia Science Academy San Diego (MSA San Diego) was approved by the State of California Department of Education in 2005, and is located in 6525 Estrella Avenue, San Diego, 92120, California. MSA San Diego opened on September 6, 2005 and currently serves approximately 464 students in grades six through eight. MSA San Diego was granted an extension by San Diego Unified School District through June 30, 2027. MSA San Diego receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Other Related Entity

Magnolia Properties Management, Inc. (MPM Inc.)

On January 12, 2012, MPM Inc., a separate 501(c)(3) nonprofit public benefit corporation, was formed for the primary purposes to facilitate the development of charter schools. Additional purposes are to lease, to own, manage and operate an educational institution, to provide charter school facilities and operational and other support to charter schools, to assist philanthropists and foundations in accelerating the growth of high quality charter schools, and to provide and otherwise obtain or assist in obtaining charter school financing. MPM Inc. was formed and is operated exclusively for the benefit of, to perform the functions of, and to carry out the purposes of the Organization.

MPM Sherman Way, LLC

The Organization formed the MPM Sherman Way, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. The MSA makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA Reseda Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM Santa Ana, LLC

The Organization formed the MPM Santa Ana, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. MSA Santa Ana makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA Santa Ana Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM San Diego, LLC

The Organization formed the MPM San Diego, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. The MSA San Diego makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA San Diego Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM Sherman Winnetka, LLC

The Organization formed the MPM Sherman Winnetka, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM 16600 Vanowen Street, LLC

The Organization formed the MPM 16600 Vanowen Street, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM Carl Karcher Way, LLC

The Organization formed the MPM Carl Karcher Way, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. The Organization is the sole member of the LLC.

Principles of Consolidation

The consolidated financial statements include the accounts of the Organization and the Subsidiaries, of which include MSA, MSA 2, MSA 3, MSA 4, MSA 5, MSA 6, MSA 7, MSA Bell, MSA Santa Ana, MSA San Diego, MPM, Inc., MPM Sherman Way, LLC, MPM Santa Ana, LLC, MPM San Diego, LLC, MPM Sherman Winnetka, LLC, MPM 16600 Vanowen Street, LLC, and MPM Carl Karcher Way, LLC . All significant intra-entity accounts and transactions have been eliminated in consolidation. Unless otherwise noted, these consolidated entities are hereinafter referred to as the Organization.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the Organization’s audited consolidated financial statements for the year ended June 30, 2024, from which the summarized information was derived.

Reclassification of Comparative Statements

Certain amounts in the prior period consolidated financial statements have been reclassified to conform to the presentation of the current period financial statements. These reclassifications had no effect on the previously reported net assets.

Basis of Accounting

The accompanying consolidated financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Organization did not have net assets with donor restrictions for the year ended June 30, 2025.

Cash and Cash Equivalents

The Organization considers all cash including cash in County Investment Pool and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash and highly liquid financial instruments restricted to bond reserve funds or other long-term purposes are excluded from this definition.

Restricted Cash (as Restated)

Restricted cash in the amount of $20,696,541 represents cash held in reserve related to the notes payable and bonds payable and is held as current to satisfy the notes payable obligation. Non-current restricted cash in the amount of $1,843,845 relates to the debt service reserve requirements related to the Charter School Revenue Bonds and bonds payable and is held as non-current to satisfy the long-term obligation.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At June 30, 2025, the Organization had approximately $46,485,160, in excess of FDIC-insured limits.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the consolidated statement of financial position. Net investment return/(loss) is reported in the consolidated statement of activities and consists of dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2025 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Intra-Entity Transactions

Intra-entity transactions results from a net cumulative difference between resources provided by the home office account to each charter school and reimbursement for those resources from each charter school to the home office account. Intra-entity transfers include certain costs of shared liabilities and shared assets between the Organization.

Capital Contribution

MSA invested $161,923 in a capital contribution to the MPM Sherman Way, LLC as an investment for the building improvement located at 18238 Sherman Way in the city of Reseda, CA 91335 for its campus location.

MSA Santa Ana invested $75,554 in a capital contribution to the MPM Santa Ana, LLC as an investment for the building improvement located at 2840 West 1st Street in the city of Santa Ana, CA 92703 for its campus location.

MSA San Diego invested $198,191 in a capital contribution to the MPM San Diego. LLC as an investment for the building improvement located at 6525 Estrella Avenue in the city of San Diego, CA 92120 for its campus location.

MSA 5 invested $2,492,803 in a capital contribution to Magnolia Property Management, Inc. as an investment for capital interest and financing costs related to the charter school grant anticipation notes.

Property and Equipment

Property and equipment additions over $5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2025.

Right-of-Use Leased Assets and Liabilities

Right-of-use leased assets and the related liabilities are recognized at the lease commencement date and represent the Organization's right-of-use an underlying asset and lease obligations for the lease term. Right-of-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-of-use leased assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the consolidated statement of financial position. At June 30, 2025 conditional contributions approximating $828,133, for which no amounts had been received in advance, have not been recognized in the accompanying consolidated financial statements.

Debt Issuance Costs

Debt issuance costs are amortized over the period the related obligation is outstanding using the straight-line method, which is a reasonable approximation of the effective interest method. Debt issuance costs are included within bonds payable in the consolidated statement of financial position. Amortization of debt issuance costs is included in interest expense in the accompanying consolidated financial statements.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2025.

Functional Allocation of Expenses

The consolidated financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include salaries, employee benefits, payroll taxes, office expenses, occupancy, and other expenses, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code.

The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the consolidated financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Note 2 - Liquidity and Availability (as Restated)

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	2025 (as Restated)	2024 (as Restated)
Cash and cash equivalents	$ 23,753,619	$ 43,849,745
Receivables	10,555,437	11,173,689
Total	$ 34,309,056	$ 55,023,434

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Fair Value Measurements and Disclosures

The Organization has determined the fair value of certain assets in accordance with generally accepted accounting principles, which provides a framework for measuring fair value.

Fair value is defined as the exchange price that would be received for an asset in the most advantageous market for the asset in an orderly transaction between market participants on the measurement date. Valuation techniques should maximize the use of observable inputs and minimize the use of unobservable inputs. A fair value hierarchy has been established, which prioritizes the valuation inputs into three broad levels.

Level 1 inputs consist of quoted prices (unadjusted) in active markets for identical assets that can be accessed at the reporting date. Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the related asset, either directly or indirectly. These include quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset and market corroborated inputs. Level 3 inputs are unobservable inputs related to the asset. In these situations, inputs are developed using the best information in the circumstances.

In some cases, the inputs used to measure the fair value of an asset might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to an entire measurement requires judgment, taking into account factors specific to the asset. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to an assessment of the quality, risk, or liquidity profile of the asset.

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A significant portion of investments are classified within Level 1 because they are comprised of mutual funds with readily determinable fair values based on daily redemption values. Certain certificates of deposit are considered invested and traded in the financial markets. Those certificates of deposit, fixed income securities and other securities are valued by the custodians of the securities using pricing models based on credit quality, time to maturity, stated interest rates and market-rate assumptions, and are classified within Level 2.

Net asset value (NAV) per share, or its equivalent, such as member units or an ownership interest in partners' capital, is used to estimate the fair values of certain hedge funds, private equity funds, fund of funds, and limited partnerships which do not have readily determinable fair values. Investments that are measured at fair value using NAV per share as a practical expedient are not classified in the fair value hierarchy but are included in the table below to permit reconciliation to the accompanying consolidated statement of financial position.

The following table presents assets and liabilities measured at fair value on a recurring basis, as identified in the following, at June 30, 2025:

	Inputs (Level 1)
Investments	
Municipal bonds	$ 11,613,448

Note 4 - Property and Equipment (As Restated)

Property and equipment consist of the following at June 30, 2025 and 2024:

	2025 (as Restated)	2024
Land	$ 31,887,570	$ 26,531,646
Leasehold improvements	8,759,624	5,406,453
Building	56,718,120	54,212,960
Computer and equipment	6,646,116	6,570,390
Work in progress	11,899,612	4,377,754
Total property and equipment	115,911,042	97,099,203
Less accumulated depreciation and amortization	(17,446,489)	(15,338,643)
Total	$ 98,464,553	$ 81,760,560

In connection with work in progress, the Organization capitalized interest in the amount of $266,811 and has entered into commitments for its construction projects. As of June 30, 2025, the Organization has $1,518,617 of costs to incur to complete commitments on its projects.

Note 5 - Notes Payable (As Restated)

Notes payable consist of the following at June 30, 2025:

Note payable, due in annual installments of $4,420 principal and interest at 2.00%, collateralized by the Magnolia Science Academy San Diego school facility with a carrying value of $98,502; maturing November 1, 2052.	$ 93,179
Note payable, due in full up to $27,000,000, principal and interest at 9.50%, maturing February 1, 2028, secured by property purchased, 16600 Vanowen Street, Van Nuys, California.	11,923,568
Note payable, due in full up to $7,825,000, principal and interest at 9.00%, maturing February 1, 2026, secured by property purchased, 18120 Sherman Way, Los Angeles, California.	7,825,000
Note payable, due in monthly installments of $11,991, principal and interest at 6.00%, collateralized by the property purchased, 412 Carl Karcher Way, Anaheim, California, with a carrying value of $2,000,000; maturing April 1, 2030.	1,996,008
Total	$ 21,837,755

Future maturities of notes payable are as follows:

Year Ending June 30,	Principal
2026	$ 8,081,196
2027	276,224
2028	11,478,133
2029	32,419
2030	1,890,009
Thereafter	79,774
Total	$ 21,837,755

Note 6 - Bonds Payable

Charter School Revenue Refunding Bonds, Series 2025A and 2025B
On April 17, 2025, the Organization issued $27,960,000 in uncollateralized Charter School Revenue Revenue Bonds. The bonds mature on July 1, 2055, with interest rate ranging from 4.25 to 5.00 percent. Unamortized bonds issuance costs are amortized an effective interest rate of 4.80 percent. Proceeds of the bonds will be used for based refinance the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping of certain public charter school facilities. The bonds require the Organization to comply with certain financial and non-financial covenants.

	$ 27,960,000
Discounts on Charter School Refunding Revenue Bonds, Series 2025A and 2025B	(125,417)
Bond issuance costs on Charter School Refunding Revenue Bonds, Series 2025A and 2025B	(729,508)
Total	$ 27,105,075

Future maturities of bonds payable are as follows:

Year Ending June 30,	Principal
2026	$ -
2027	445,000
2028	470,000
2029	490,000
2030	510,000
Thereafter	26,045,000
	27,960,000
Less unamortized debt issuance costs	(729,508)
Unamortized bond discount	(125,417)
Total	$ 27,105,075

Note 7 - Grant Anticipation Notes

Charter School Grant Anticipation Notes, Series 2025
On April 17, 2025, the Organization issued $29,500,000 in uncollateralized Charter School Grant Anticipaiton Notes. The notes mature on December 1, 2026, with interest rate of 4.40 percent. Unamortized notes issuance costs are amortized an effective interest rate of 4.40 percent. Proceeds of the notes will be used for on acquisition, construction renovation, improving, and equipping certain educational facilities. $ 29,500,000

Note issuance costs on Charter School Grant Anticipation Notes, Series 2025	(242,018)
Total	$ 29,257,982

Future maturities of grant anticipation notes are as follows:

Year Ending June 30,	Principal
2026	$ -
2027	29,500,000
	29,500,000
Less unamortized debt issuance costs	(242,018)
Total	$ 29,257,982

Note 8 - Leases

The Organization leases certain real property for the operations of the charter school and equipment at various terms under long-term non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2057 and provide for renewal options ranging from 1 year to 5 years. The Organization includes in the determination of the right-of-use assets and lease liabilities any renewal options reasonably certain to be exercised. The Organization's operating lease provides for increases in future minimum annual rental payments. Additionally, the operating lease agreement requires the Organization to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. If the implicit rate is not readily determinable from the lease, the Organization estimates an applicable incremental borrowing rate. The incremental borrowing rate is estimated using the Organization's applicable borrowing rates and the contractual lease term.

The lease agreements also require the Organization to comply with certain covenants and to maintain certain financial ratios. As of June 30, 2025, the Organization was in compliance with all ratios and covenants.

The Organization has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Organization elected the practical expedient to not separate lease and non-lease components for real property and equipment leases.

Total lease costs for the year ended June 30, 2025 were as follows:

	2025	2024
Operating lease cost	$ 446,878	$ 472,971
Finance lease cost	368,940	353,420
Interest expense	45,763	61,290
Amortization of right-of-use assets	325,132	307,789
Gain (loss) on sale and leaseback transaction	199,373	(1,997,262)

The following table summarizes the supplemental cash flow information for the year ended June 30, 2025:

	2025	2024
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 446,716	$ 449,973
Operating cash flows from finance leases	368,940	353,420
Financing cash flows from finance leases	330,442	330,855
Right-of-use assets obtained in exchange for lease liabilities		
Finance leases	$ 50,316	$ 96,609

The following summarizes the weighted-average remaining lease term and weighted-average discount rate:

	2025	2024
Weighted-average remaining lease term		
Operating leases	3.58 Years	4.66 Years
Finance leases	31.34 Years	27.58 Years
Weighted-average discount rate		
Operating leases	5.00%	4.95%
Finance leases	4.44%	4.95%

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of June 30, 2025:

	Operating	Finance
2026	$ 202,979	$ 371,053
2027	192,242	360,775
2028	195,014	57,547
2029	124,408	23,295
2030	-	1,567
Total lease payments	714,643	814,237
Less interest	(59,485)	(43,319)
Present value of lease liabilities	$ 655,158	$ 770,918

Note 9 - Proposition Construction Loans (As Restated)

MSA Santa Ana has been approved by the State of California's Charter School Facilities Program (CCSFP) for $17,413,956 for constructing a new facility, which will cost the same amount. The State will fund 50% of the total amount of $17,413,956; the State will fund 50% of the total project cost through a loan in the amount of $8,706,990 and the other 50% through a grant in the amount of $8,706,978. The loan has an annual interest rate of 2.00% and it matures 30 years after the completion of the project. The remaining balance as of June 30, 2025 was $6,823,549.

The future minimum payments are as follows:

Year Ending June 30,	Principal
2026	$ 256,931
2027	262,096
2028	267,364
2029	272,737
2030	278,220
Thereafter	5,486,201
Total	$ 6,823,549

MSA 5 has been approved by the State of California's Charter School Facilities Program (CCSFP) for $50,832,332 for constructing a new facility, which will cost the same amount. The State will fund 50% of the total amount of $50,832,332; the State will fund 50% of the total project cost through a loan in the amount of $25,416,166 and the other 50% through a grant in the amount of $25,416,166. The loan matures 30 years after the completion of the project. The balance as of June 30, 2025 was $6,916,367.

Note 10 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2023, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: https://www.calstrs.com/forms-publications.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2025, are summarized as follows:

	STRP Defined Benefit Program	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	19.10%	19.10%
Required state contribution rate	10.828%	10.828%

Contributions

Required member, the Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2025, are presented above and the Organization's total contributions were $4,775,264.

California Public Employees Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the School Employer Pool (SEP) under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2023, annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: https://www.calpers.ca.gov/page/forms-publications.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2025, are summarized as follows:

	School Employer Pool (CalPERS)	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits as a percentage of eligible compensation	1.1% - 2.5%	1.0% - 2.5%
Required employee contribution rate	7.00%	8.00%
Required employer contribution rate	27.050%	27.050%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Organization is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contributions rates are expressed as percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2025, are presented above and the total Organization's contributions were $4,027,576.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of $2,416,356 (10.828% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Social Security

Public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) are covered by social security or an alternative plan. The Organization has elected to use the social security as its alternative plan.

Note 11 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

The Organization applied for and received loan forgiveness from the SBA on its PPP loan of $5,461,600. In accordance PPP loan requirements, the Organization is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Organization is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

The Organization's credit filings remain open for potential examination by the Internal Revenue Service through the statute of limitations, which has varying expiration dates extending through 2027. Any disallowed claims resulting from such examinations could be subject to repayment to the federal government.

Note 12 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through January 15, 2026, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

During 2025, the Organization was approved for an additional charter through Orange County Office of Education. Magnolia Science Academy – Orange County (Charter #2154) opened on August 11, 2025. The Magnolia Science Academy – Orange County is located at 412 West Carl Karcher Way, Anaheim, CA, and will serve grades kindergarten through 12.

During 2025, The Organization entered into an agreement to lease property located at 412 Carl Karcher Way, Anaheim, CA, 82801, for a commencement date starting July 1, 2025 and ending June 30, 2055.

Management has evaluated the financial impact of this expansion and determined that it does not affect the fiscal year ended June 30, 2025, but will be reflected in future periods. No adjustments to the current financial statements are necessary.

Note 13 - Reissuance and Restatement

Subsequent to the issuance of the Organization's financial statements, management became aware that notes payable were materially misstated for the years ended June 30, 2025 and 2024.

The following is a summary of the effects of the restatement in the Organization's June 30, 2024, Statement of Financial Position:

	As Previously Reported	Adjustment	As Restated
As of June 30, 2024			
Cash and cash equivalents	$ 46,060,275	$ (2,210,530)	$ 43,849,745
Restricted cash	-	2,210,530	2,210,530
Current portion of notes payable	122,107	(119,583)	2,524
Total current liabilities	20,839,084	(119,583)	20,719,501
Notes payable, less current portion	29,147,666	(3,538,751)	25,608,915
Total long-term liabilities	64,966,394	(3,538,751)	61,427,643
Total liabilities	85,805,478	(3,658,334)	82,147,144
Net assets - Without donor restrictions	58,376,331	3,658,334	62,034,665

The following is a summary of the effects of the restatement in the Organization's June 30, 2024, Statement of Activities:

	As Previously Reported	Adjustment	As Restated
As of June 30, 2024			
Local revenues	$ 4,686,292	$ (115,834)	$ 4,570,458
Total support and revenues	80,568,303	(115,834)	80,452,469
Change in net assets	4,624,115	(115,834)	4,508,281
Net assets, beginning of year	53,752,216	3,774,168	57,526,384
Net assets, end of year	58,376,331	3,658,334	62,034,665

The following is a summary of the effects of the restatement in the Organization's June 30, 2024, Statement of Cash Flows:

	As Previously Reported	Adjustment	As Restated
As of June 30, 2024			
Change in net assets	$ 4,624,115	$ (115,834)	$ 4,508,281
Net cash from (used for) operating activities	10,695,524	(115,834)	10,579,690
Principal payments on notes	(115,834)	115,834	-
Net cash from (used for) financing activities	(2,119,636)	115,834	(2,003,802)
Cash and cash equivalents	46,060,275	(2,210,530)	43,849,745
Cash restricted to debt obligations	-	1,576,361	1,576,361
Cash restricted to bond construction	-	634,169	634,169

The following is a summary of the effects of the reissuance in the Organization's June 30, 2025, Statement of Financial Position:

	As Previously Reported	Adjustment	As Restated
As of June 30, 2025			
Cash and cash equivalents	$ 42,476,923	$ (18,723,304)	$ 23,753,619
Restricted cash	2,000,000	18,696,541	20,696,541
Total current assets	55,599,107	(26,763)	55,572,344
Restricted cash	$ 1,817,082	$ 26,763	1,843,845
Property and equipment	101,347,701	(2,883,148)	98,464,553
Total non-current assets	118,337,776	(2,856,385)	115,481,391
Total assets	173,936,883	(2,883,148)	171,053,735
Current portion of notes payable	8,210,363	(59,000)	8,151,363
Total current liabilities	26,653,953	(59,000)	26,594,953
Notes payable, less current portion	17,167,394	(3,481,002)	13,686,392
Proposition construction loan, less current portion	14,924,559	(1,441,574)	13,482,985
Total long-term liabilities	89,364,364	(4,922,576)	84,441,788
Total liabilities	116,018,317	(4,981,576)	111,036,741
Net assets - Without donor restrictions	57,918,566	2,098,428	60,016,994
Total liabilities and net assets	173,936,883	(2,883,148)	171,053,735

The following is a summary of the effects of the reissuance in the Organization's June 30, 2025, Statement of Activities:

	As Previously Reported	Adjustment	As Restated
As of June 30, 2025			
Other state revenue	$ 25,233,159	$ (1,441,574)	$ 23,791,585
Local revenues	2,984,329	(118,332)	2,865,997
Total support and revenues	84,484,861	(1,559,906)	82,924,955
Change in net assets	(457,765)	(1,559,906)	(2,017,671)
Net assets, beginning of year	58,376,331	3,658,334	62,034,665
Net assets, end of year	57,918,566	2,098,428	60,016,994

The following is a summary of the effects of the reissuance in the Organization's June 30, 2025, Statement of Cash Flows:

	As Previously Reported	Adjustment	As Restated
As of June 30, 2025			
Change in net assets	$ (457,765)	$ (1,559,906)	$ (2,017,671)
Net cash from (used for) operating activities	(957,443)	(1,559,906)	(2,517,349)
Purchases of property and equipment	(21,694,987)	2,883,148	(18,811,839)
Net Cash used for Investing Activities	(33,333,873)	2,883,148	(30,450,725)
Proceeds from proposition contruction loan	6,381,574	(1,441,574)	4,940,000
Principal payments on notes	(201,279)	118,332	(82,947)
Net cash from (used for) financing activities	32,204,863	(1,323,242)	30,881,621
Cash and cash equivalents	42,476,923	(18,723,304)	23,753,619
Cash restricted to debt obligations	-	377,956	377,956
Cash restricted to bond construction	-	18,345,348	18,345,348

Supplementary Information
June 30, 2025

Magnolia Educational & Research Foundation

Magnolia Educational & Research Foundation
Consolidated Schedule of Expenditures of Federal Awards
Year Ended June 30, 2025

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Federal Communications Commission			
COVID-19 Emergency Connectivity Funds	32.009	[1]	$ 72,542
Total U.S. Federal Communications Commission			72,542
U.S. Department of Education			
Charter Schools	84.282M	[1]	1,267,698
Passed Through California Department of Education			
English Language Acquisition State Grants - ISP	84.365	15146	6,491
English Language Acquisition State Grants - LEP	84.365	14346	93,720
Subtotal			100,211
Title I, Part A	84.010	14329	1,332,915
Supporting Effective Instruction State Grants - Teacher Quality	84.367	14341	157,211
Student Support and Academic Enrichment Program	84.424	15396	122,512
COVID-19 ESSER III State Reserve Summer Learning Program	84.425U	15652	319,399
COVID-19 ARP Homeless Children and Youth (ARP-HYC) Program	84.425W	15664	16,256
Subtotal			335,655
Special Education Cluster (IDEA)			
Passed Through El Dorado County SELPA			
Special Education Grants to States - Basic Local Assistance	84.027	13379	396,171
Special Education Grants to States - Early Intervening Services	84.027	10119	58,921
Passed Through Los Angeles Unified School District			
Special Education Grants to States - Basic Local Assistance	84.027	13379	220,513
Passed Through California Department of Education			
Special Education Grants to States - Mental Health Average Daily Attendance	84.027A	15197	32,322
Subtotal Special Education Cluster (IDEA)			707,927
Total U.S. Department of Education			4,096,671
Total Federal Financial Assistance			$ 4,096,671

[1] Direct Award

See Notes to Supplementary Information

Magnolia Educational & Research Foundation
Schedule of Average Daily Attendance
Year Ended June 30, 2025

Magnolia Science Academy

	Second Period Report	Annual Report
Regular ADA		
Sixth	119.12	118.47
Seventh and eighth	229.58	229.08
Ninth through twelfth	336.15	337.44
Total Regular ADA	684.85	684.99
Special Education, Nonpublic, Nonsectarian Schools		
Seventh and eighth	-	0.24
Total ADA	684.85	685.23
Classroom Based ADA		
Sixth	118.97	118.36
Seventh and eighth	229.46	228.99
Ninth through twelfth	335.43	336.91
Total Classroom Based ADA	683.86	684.26
Special Education, Nonpublic, Nonsectarian Schools		
Seventh and eighth	-	0.24
Total ADA	683.86	684.50

Magnolia Science Academy 2

	Second Period Report	Annual Report
Regular ADA		
Sixth	98.20	98.01
Seventh and eighth	192.45	192.84
Ninth through twelfth	188.59	187.68
Total Regular ADA	479.24	478.53
Classroom Based ADA		
Sixth	97.84	97.54
Seventh and eighth	191.74	192.26
Ninth through twelfth	187.99	187.13
Total Classroom Based ADA	477.57	476.93

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation
Schedule of Average Daily Attendance
Year Ended June 30, 2025

Magnolia Science Academy 3

	Second Period Report	Annual Report
Regular ADA		
Sixth	52.48	52.45
Seventh and eighth	108.15	107.70
Ninth through twelfth	212.75	212.70
Total Regular ADA	373.38	372.85
Special Education, Nonpublic, Nonsectarian Schools		
Ninth through twelfth	0.86	0.85
Total Regular ADA	374.24	373.70
Classroom Based ADA		
Sixth	52.48	52.45
Seventh and eighth	108.15	107.70
Ninth through twelfth	212.75	212.70
Total Regular ADA	373.38	372.85
Special Education, Nonpublic, Nonsectarian Schools		
Ninth through twelfth	0.86	0.85
Total Classroom Based ADA	374.24	373.70

Magnolia Science Academy 4

	Second Period Report	Annual Report
Regular ADA		
Sixth	7.77	8.04
Seventh and eighth	25.10	25.06
Ninth through twelfth	90.78	90.31
Total Regular ADA	123.65	123.41
Classroom Based ADA		
Sixth	7.67	7.96
Seventh and eighth	24.77	24.69
Ninth through twelfth	86.09	85.49
Total Classroom Based ADA	118.53	118.14

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation

Schedule of Average Daily Attendance
Year Ended June 30, 2025

Magnolia Science Academy 5

	Second Period Report	Annual Report
Regular ADA		
Sixth	38.39	38.61
Seventh and eighth	51.49	50.83
Ninth through twelfth	105.56	103.66
Total Regular ADA	195.44	193.10
Classroom Based ADA		
Sixth	38.39	38.57
Seventh and eighth	51.49	50.83
Ninth through twelfth	105.24	103.43
Total Classroom Based ADA	195.12	192.83

Magnolia Science Academy 6

	Second Period Report	Annual Report
Regular ADA		
Sixth	42.46	42.35
Seventh and eighth	79.81	79.41
Total Regular ADA	122.27	121.76
Classroom Based ADA		
Sixth	42.34	42.15
Seventh and eighth	79.64	79.28
Total Classroom Based ADA	121.98	121.43

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation
Schedule of Average Daily Attendance
Year Ended June 30, 2025

Magnolia Science Academy 7

	Second Period Report	Annual Report
Regular ADA		
Transitional kindergarten through third	152.05	150.84
Fourth through fifth	97.32	96.47
Total regular ADA	249.37	247.31
Classroom Based ADA		
Transitional kindergarten through third	151.17	149.97
Fourth through fifth	97.26	96.42
Total classroom based ADA	248.43	246.39

Magnolia Science Academy Bell

	Second Period Report	Annual Report
Regular ADA		
Sixth	82.34	82.78
Seventh and eighth	270.90	267.86
Total Regular ADA	353.24	350.64
Classroom Based ADA		
Sixth	82.34	82.78
Seventh and eighth	270.86	267.83
Total Classroom Based ADA	353.20	350.61

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation

Schedule of Average Daily Attendance
Year Ended June 30, 2025

Magnolia Science Academy Santa Ana

	Second Period Report	Annual Report
Regular ADA		
Transitional kindergarten through third	117.09	116.95
Fourth through sixth	117.44	117.02
Seventh and eighth	84.27	83.97
Ninth through twelfth	177.58	176.90
Total Regular ADA	496.38	494.84
Classroom Based ADA		
Transitional kindergarten through third	116.26	116.17
Fourth through sixth	117.10	116.77
Seventh and eighth	84.00	83.71
Ninth through twelfth	177.18	176.51
Total Classroom Based ADA	494.54	493.16

Magnolia Science Academy San Diego

	Second Period Report	Annual Report	As Adjusted per Audit Annual Report
Regular ADA			
Sixth	153.26	152.52	152.52
Seventh and eighth	282.54	280.29	280.29
Total Regular ADA	435.80	432.81	432.81
Classroom Based ADA			
Sixth	153.01	152.52	152.14
Seventh and eighth	281.90	280.29	279.47
Total Classroom Based ADA	434.91	432.81	431.61

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2025

Magnolia Science Academy

					Traditional Calendar			Multitrack Calendar			
Grade Level	1986-1987 Minutes Requirement	2024-2025 Actual Minutes	Number of Minutes Credited Form J-13A*	Total Minutes Offered	Number of Actual Days	Number of Days Credited Form J-13A*	Total Days Offered	Number of Actual Days	Number of Days Credited Form J-13A	Total Days Offered	Status
Grades 6 - 8	54,000										
Grade 6		64,628	788	65,416	178	2	180	-	-	-	Complied
Grade 7		64,628	788	65,416	178	2	180	-	-	-	Complied
Grade 8		64,628	788	65,416	178	2	180	-	-	-	Complied
Grades 9 - 12	64,800										
Grade 9		64,628	788	65,416	178	2	180	-	-	-	Complied
Grade 10		64,628	788	65,416	178	2	180	-	-	-	Complied
Grade 11		64,628	788	65,416	178	2	180	-	-	-	Complied
Grade 12		64,628	788	65,416	178	2	180	-	-	-	Complied

* The Charter received an approved J-13A for 788 minutes and 2 days for grades 6-12.

Magnolia Science Academy 2

					Traditional Calendar			Multitrack Calendar			
Grade Level	1986-1987 Minutes Requirement	2024-2025 Actual Minutes	Number of Minutes Credited Form J-13A*	Total Minutes Offered	Number of Actual Days	Number of Days Credited Form J-13A*	Total Days Offered	Number of Actual Days	Number of Days Credited Form J-13A	Total Days Offered	Status
Grades 6 - 8	54,000										
Grade 6		64,165	790	64,955	177	2	179	-	-	-	Complied
Grade 7		64,165	790	64,955	177	2	179	-	-	-	Complied
Grade 8		64,165	790	64,955	177	2	179	-	-	-	Complied
Grades 9 - 12	64,800										
Grade 9		64,165	790	64,955	177	2	179	-	-	-	Complied
Grade 10		64,165	790	64,955	177	2	179	-	-	-	Complied
Grade 11		64,165	790	64,955	177	2	179	-	-	-	Complied
Grade 12		64,165	790	64,955	177	2	179	-	-	-	Complied

* The Charter received an approved J-13A for 790 minutes and 2 days for grades 6-12.

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2025

Magnolia Science Academy 3

Grade Level	1986-1987 Minutes Requirement	2024-2025 Actual Minutes	Traditional Calendar: Number of Minutes Credited Form J-13A*	Traditional Calendar: Total Minutes Offered	Traditional Calendar: Number of Actual Days	Traditional Calendar: Number of Days Credited Form J-13A*	Traditional Calendar: Total Days Offered	Multitrack Calendar: Number of Actual Days	Multitrack Calendar: Number of Days Credited Form J-13A	Multitrack Calendar: Total Days Offered	Status
Grades 6 - 8	54,000										
Grade 6		64,428	780	65,208	178	2	180	-	-	-	Complied
Grade 7		64,428	780	65,208	178	2	180	-	-	-	Complied
Grade 8		64,428	780	65,208	178	2	180	-	-	-	Complied
Grades 9 - 12	64,800										
Grade 9		64,428	780	65,208	178	2	180	-	-	-	Complied
Grade 10		64,428	780	65,208	178	2	180	-	-	-	Complied
Grade 11		64,428	780	65,208	178	2	180	-	-	-	Complied
Grade 12		64,428	780	65,208	178	2	180	-	-	-	Complied

* The Charter received an approved J-13A for 780 minutes and 2 days for grades 6-12.

Magnolia Science Academy 4

Grade Level	1986-1987 Minutes Requirement	2024-2025 Actual Minutes	Traditional Calendar: Number of Minutes Credited Form J-13A*	Traditional Calendar: Total Minutes Offered	Traditional Calendar: Number of Actual Days	Traditional Calendar: Number of Days Credited Form J-13A*	Traditional Calendar: Total Days Offered	Multitrack Calendar: Number of Actual Days	Multitrack Calendar: Number of Days Credited Form J-13A	Multitrack Calendar: Total Days Offered	Status
Grades 6 - 8	54,000										
Grade 6		62,291	740	63,031	178	2	180	-	-	-	Complied
Grade 7		62,291	740	63,031	178	2	180	-	-	-	Complied
Grade 8		62,291	740	63,031	178	2	180	-	-	-	Complied
Grades 9 - 12	64,800										
Grade 9		64,451	772	65,223	178	2	180	-	-	-	Complied
Grade 10		64,451	772	65,223	178	2	180	-	-	-	Complied
Grade 11		64,451	772	65,223	178	2	180	-	-	-	Complied
Grade 12		64,451	772	65,223	178	2	180	-	-	-	Complied

* The Charter received an approved J-13A for 740 minutes and 2 days for grades 6-8, 772 minutes and 2 days from grades 9-12.

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2025

Magnolia Science Academy 5

Grade Level	1986-1987 Minutes Requirement	2024-2025 Actual Minutes	Traditional Calendar: Number of Minutes Credited Form J-13A*	Traditional Calendar: Total Minutes Offered	Traditional Calendar: Number of Actual Days	Traditional Calendar: Number of Days Credited Form J-13A*	Traditional Calendar: Total Days Offered	Multitrack Calendar: Number of Actual Days	Multitrack Calendar: Number of Days Credited Form J-13A	Multitrack Calendar: Total Days Offered	Status
Grades 6 - 8	54,000										
Grade 6		63,189	770	63,959	178	2	180	-	-	-	Complied
Grade 7		63,189	770	63,959	178	2	180	-	-	-	Complied
Grade 8		63,189	770	63,959	178	2	180	-	-	-	Complied
Grades 9 - 12	64,800										
Grade 9		64,479	790	65,269	178	2	180	-	-	-	Complied
Grade 10		64,479	790	65,269	178	2	180	-	-	-	Complied
Grade 11		64,479	790	65,269	178	2	180	-	-	-	Complied
Grade 12		64,479	790	65,269	178	2	180	-	-	-	Complied

* The Charter received an approved J-13A for 770 minutes and 2 days for grades 6-8, 790 minutes and 2 days from grades 9-12.

Magnolia Science Academy 6

Grade Level	1986-1987 Minutes Requirement	2024-2025 Actual Minutes	Traditional Calendar: Number of Minutes Credited Form J-13A*	Traditional Calendar: Total Minutes Offered	Traditional Calendar: Number of Actual Days	Traditional Calendar: Number of Days Credited Form J-13A*	Traditional Calendar: Total Days Offered	Multitrack Calendar: Number of Actual Days	Multitrack Calendar: Number of Days Credited Form J-13A	Multitrack Calendar: Total Days Offered	Status
Grades 6 - 8	54,000										
Grade 6		56,320	-	56,320	178	-	178	-	-	-	Complied
Grade 7		56,320	-	56,320	178	-	178	-	-	-	Complied
Grade 8		56,320	-	56,320	178	-	178	-	-	-	Complied

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2025

Magnolia Science Academy 7

					Traditional Calendar			Multitrack Calendar			
Grade Level	1986-1987 Minutes Requirement	2024-2025 Actual Minutes	Number of Minutes Credited Form J-13A*	Total Minutes Offered	Number of Actual Days	Number of Days Credited Form J-13A*	Total Days Offered	Number of Actual Days	Number of Days Credited Form J-13A	Total Days Offered	Status
Kindergarten	36,000	53,930	650	54,580	178	2	180	-	-	-	Complied
Grades 1 - 3	50,400										
Grade 1		53,930	650	54,580	178	2	180	-	-	-	Complied
Grade 2		53,930	650	54,580	178	2	180	-	-	-	Complied
Grade 3		53,930	650	54,580	178	2	180	-	-	-	Complied
Grades 4 - 5	54,000										
Grade 4		53,930	650	54,580	178	2	180	-	-	-	Complied
Grade 5		53,930	650	54,580	178	2	180	-	-	-	Complied

* The Charter received an approved J-13A for 650 minutes and 2 days for grades K-5.

Magnolia Science Academy Bell

					Traditional Calendar			Multitrack Calendar			
Grade Level	1986-1987 Minutes Requirement	2024-2025 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Actual Days	Number of Days Credited Form J-13A	Total Days Offered	Number of Actual Days	Number of Days Credited Form J-13A	Total Days Offered	Status
Grades 6 - 8	54,000										
Grade 6		62,497	-	62,497	178	-	178	-	-	-	Complied
Grade 7		62,497	-	62,497	178	-	178	-	-	-	Complied
Grade 8		62,497	-	62,497	178	-	178	-	-	-	Complied

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2025

Magnolia Science Academy Santa Ana

Grade Level	1986-1987 Minutes Requirement	2024-2025 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Traditional Calendar: Number of Actual Days	Traditional Calendar: Number of Days Credited Form J-13A	Traditional Calendar: Total Days Offered	Multitrack Calendar: Number of Actual Days	Multitrack Calendar: Number of Days Credited Form J-13A	Multitrack Calendar: Total Days Offered	Status
Kindergarten	36,000	53,845	-	53,845	180	-	180	-	-	-	Complied
Grades 1 - 3	50,400										
Grade 1		53,845	-	53,845	180	-	180	-	-	-	Complied
Grade 2		53,845	-	53,845	180	-	180	-	-	-	Complied
Grade 3		53,845	-	53,845	180	-	180	-	-	-	Complied
Grades 4 - 8	54,000										
Grade 4		54,335	-	54,335	180	-	180	-	-	-	Complied
Grade 5		54,335	-	54,335	180	-	180	-	-	-	Complied
Grade 6		65,328	-	65,328	180	-	180	-	-	-	Complied
Grade 7		65,328	-	65,328	180	-	180	-	-	-	Complied
Grade 8		65,328	-	65,328	180	-	180	-	-	-	Complied
Grades 9 - 12	64,800										
Grade 9		66,102	-	66,102	180	-	180	-	-	-	Complied
Grade 10		66,102	-	66,102	180	-	180	-	-	-	Complied
Grade 11		66,102	-	66,102	180	-	180	-	-	-	Complied
Grade 12		66,102	-	66,102	180	-	180	-	-	-	Complied

Magnolia Science Academy San Diego

Grade Level	1986-1987 Minutes Requirement	2024-2025 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Traditional Calendar: Number of Actual Days	Traditional Calendar: Number of Days Credited Form J-13A	Traditional Calendar: Total Days Offered	Multitrack Calendar: Number of Actual Days	Multitrack Calendar: Number of Days Credited Form J-13A	Multitrack Calendar: Total Days Offered	Status
Grades 6 - 8	54,000										
Grade 6		61,350	-	61,350	180	-	180	-	-	-	Complied
Grade 7		61,350	-	61,350	180	-	180	-	-	-	Complied
Grade 8		61,350	-	61,350	180	-	180	-	-	-	Complied

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

Year Ended June 30, 2025

Summarized below are the net asset reconciliations between the Unaudited Actual Financial Report and the audited financial statements.

	MSA 5	MSA 7
Net Assets		
Balance, June 30, 2025, Unaudited Actuals	$ 14,061,967	$ 3,447,230
Decrease in		
Property and equipment	(3,964,890)	(1,736,437)
Intra-entity payable	-	1,308,807
Proposition construction loan	1,441,574	-
Increase in		
Intra-entity receivable	1,081,742	427,630
Balance, June 30, 2025, Audited Financial Statements	$ 12,620,393	$ 3,447,230

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position (Restated)
June 30, 2025 and 2024

	Magnolia Educational & Research Foundation			
	Home Office	MSA	MSA 2	MSA 3
Assets				
Current assets				
Cash and cash equivalents	$ 1,686,295	$ 4,552,337	$ 2,087,201	$ 2,909,659
Restricted cash	2,000,000	-	-	-
Receivables	78,803	3,041,248	1,308,260	1,004,504
Current portion of sales-type lease receivable	-	-	-	-
Intra-entity receivable	2,008,674	557,429	321,161	76,493
Prepaid expenses	94,350	24,977	351,983	11,315
Total current assets	5,868,122	8,175,991	4,068,605	4,001,971
Non-current assets				
Investments	-	-	-	-
Security deposit	-	-	-	-
Other assets	2,173,631	-	-	-
Capital contribution	-	161,923	-	-
Restricted cash	-	-	-	-
Sales-type lease receivable, less current portion	-	-	-	-
Property and equipment	7,612,495	7,476,326	1,550,578	76,920
Operating lease right-of-use asset	616,234	-	3,172	-
Finance lease right-of-use asset	-	22,710,129	23,207,750	24,243
Total non-current assets	10,402,360	30,348,378	24,761,500	101,163
Total assets	$ 16,270,482	$ 38,524,369	$ 28,830,105	$ 4,103,134
Liabilities				
Current liabilities				
Accounts payable	$ 1,554,828	$ 1,538,154	$ 1,156,686	$ 647,740
Accrued compensated absences	-	74,098	63,172	51,242
Interest payable	307,131	-	-	-
Refundable advance	514,651	1,837,233	443,288	140,839
Intra-entity payable	4,988,545	511,516	465,679	159,904
Current portion of notes payable	7,825,000	-	-	-
Current portion of bonds payable	-	-	-	-
Current portion of operating lease liability	160,149	-	3,172	-
Current portion of finance lease liability	-	422,909	393,440	8,255
Current portion of proposition construction loan	-	-	-	-
Total current liabilities	15,350,304	4,383,910	2,525,437	1,007,980
Long-term liabilities				
Notes payable, less current portion	-	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and discount	-	-	-	-
Grant anticipation notes payable, less current portion and net of unamortized note issuance costs	-	-	-	-
Operating lease liability, less current portion	478,808	-	-	-
Finance lease liability, less current portion	-	21,770,857	20,511,660	15,988
Proposition construction loan, less current portion	-	-	-	-
Total long-term liabilities	478,808	21,770,857	20,511,660	15,988
Total liabilities	15,829,112	26,154,767	23,037,097	1,023,968
Net Assets				
Without donor restrictions	441,370	12,369,602	5,793,008	3,079,166
Total liabilities and net assets	$ 16,270,482	$ 38,524,369	$ 28,830,105	$ 4,103,134

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position (Restated)
June 30, 2025 and 2024

	Magnolia Educational & Research Foundation			
	MSA 4	MSA 5	MSA 6	MSA 7
Assets				
Current assets				
Cash and cash equivalents	$ 902,769	$ 656,745	$ 2,102,401	$ 2,350,229
Restricted cash	-	-	-	-
Receivables	482,683	600,149	269,322	569,942
Current portion of sales-type lease receivable	-	-	-	-
Intra-entity receivable	115,493	1,543,341	304,849	463,918
Prepaid expenses	4,038	5,688	3,383	34,822
Total current assets	1,504,983	2,805,923	2,679,955	3,418,911
Non-current assets				
Investments	-	-	-	-
Security deposit	-	-	10,000	-
Other assets	-	-	-	-
Capital contribution	-	2,492,803	-	-
Restricted cash	-	-	-	-
Sales-type lease receivable, less current portion	-	-	-	-
Property and equipment	3,737	15,925,440	309,545	1,070,944
Operating lease right-of-use asset	5,012	-	-	5,157
Finance lease right-of-use asset	6,197	6,197	11,419	615,765
Total non-current assets	14,946	18,424,440	330,964	1,691,866
Total assets	$ 1,519,929	$ 21,230,363	$ 3,010,919	$ 5,110,777
Liabilities				
Current liabilities				
Accounts payable	$ 347,053	$ 549,713	$ 241,891	$ 495,078
Accrued compensated absences	22,574	35,159	42,626	50,238
Interest payable	-	-	-	-
Refundable advance	-	570,001	24,941	366,207
Intra-entity payable	77,255	532,533	124,340	103,669
Current portion of notes payable	-	-	-	-
Current portion of bonds payable	-	-	-	-
Current portion of operating lease liability	3,726	-	-	5,157
Current portion of finance lease liability	1,579	1,579	2,710	294,106
Current portion of proposition construction loan	-	-	-	-
Total current liabilities	452,187	1,688,985	436,508	1,314,455
Long-term liabilities				
Notes payable, less current portion	-	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and discount	-	-	-	-
Grant anticipation notes payable, less current portion and net of unamortized note issuance costs	-	-	-	-
Operating lease liability, less current portion	1,286	-	-	-
Finance lease liability, less current portion	4,618	4,618	8,709	349,092
Proposition construction loan, less current portion	-	6,916,367	-	-
Total long-term liabilities	5,904	6,920,985	8,709	349,092
Total liabilities	458,091	8,609,970	445,217	1,663,547
Net Assets				
Without donor restrictions	1,061,838	12,620,393	2,565,702	3,447,230
Total liabilities and net assets	$ 1,519,929	$ 21,230,363	$ 3,010,919	$ 5,110,777

See Notes to Supplementary Information

Powered by BoardOnTrack

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position (Restated)
June 30, 2025 and 2024

	Magnolia Educational & Research Foundation			
	MSA Bell	MSA Santa Ana	MSA San Diego	MPM Carl Karcher Way LLC
Assets				
Current assets				
Cash and cash equivalents	$ 4,560,373	$ 877,538	$ 1,068,072	$ -
Restricted cash	-	-	-	-
Receivables	802,711	1,066,640	1,331,175	-
Current portion of sales-type lease receivable	-	-	-	-
Intra-entity receivable	2,830,089	361,385	95,677	-
Prepaid expenses	10,090	14,761	11,340	-
Total current assets	8,203,263	2,320,324	2,506,264	-
Non-current assets				
Investments	-	-	-	-
Security deposit	-	-	-	-
Other assets	-	-	-	-
Capital contribution	-	75,554	198,191	-
Restricted cash	-	-	-	-
Sales-type lease receivable, less current portion	-	-	-	-
Property and equipment	74,359	17,904,443	700,649	3,560,424
Operating lease right-of-use asset	-	2,860	-	-
Finance lease right-of-use asset	8,903	6,197	4,720,714	-
Total non-current assets	83,262	17,989,054	5,619,554	3,560,424
Total assets	$ 8,286,525	$ 20,309,378	$ 8,125,818	$ 3,560,424
Liabilities				
Current liabilities				
Accounts payable	$ 498,217	$ 830,432	$ 700,886	$ -
Accrued compensated absences	47,225	73,644	35,042	-
Interest payable	-	-	-	-
Refundable advance	90,970	179,285	654,020	1,560,424
Intra-entity payable	235,060	246,519	151,747	-
Current portion of notes payable	-	129,167	2,575	24,806
Current portion of bonds payable	-	-	-	-
Current portion of operating lease liability	-	2,860	-	-
Current portion of finance lease liability	3,360	1,579	94,034	-
Current portion of proposition construction loan	-	256,931	-	-
Total current liabilities	874,832	1,720,417	1,638,304	1,585,230
Long-term liabilities				
Notes payable, less current portion	-	3,410,835	90,604	1,971,202
Bonds payable, less current portion and net of unamortized bond issuance costs and discount	-	-	-	-
Grant anticipation notes payable, less current portion and net of unamortized note issuance costs	-	-	-	-
Operating lease liability, less current portion	-	-	-	-
Finance lease liability, less current portion	5,543	4,618	4,618,727	-
Proposition construction loan, less current portion	-	6,566,618	-	-
Total long-term liabilities	5,543	9,982,071	4,709,331	1,971,202
Total liabilities	880,375	11,702,488	6,347,635	3,556,432
Net Assets				
Without donor restrictions	7,406,150	8,606,890	1,778,183	3,992
Total liabilities and net assets	$ 8,286,525	$ 20,309,378	$ 8,125,818	$ 3,560,424

See Notes to Supplementary Information

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Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position (Restated)
June 30, 2025 and 2024

	MPM, Inc. LLC as Restated	Eliminations as Restated	2025 as Restated Consolidated	2024 as Restated Consolidated
Assets				
Current assets				
Cash and cash equivalents	$ -	$ -	$ 23,753,619	$ 43,849,745
Restricted cash	18,696,541	-	20,696,541	2,210,530
Receivables	3,540,002	(3,540,002)	10,555,437	11,173,689
Current portion of sales-type lease receivable	881,893	(881,893)	-	-
Intra-entity receivable	-	(8,678,509)	-	-
Prepaid expenses	-	-	566,747	581,649
Total current assets	23,118,436	(13,100,404)	55,572,344	57,815,613
Non-current assets				
Investments	11,613,448	-	11,613,448	-
Security deposit	-	-	10,000	10,000
Other assets	-	-	2,173,631	100,000
Capital contribution	-	(2,928,471)	-	-
Restricted cash	1,843,845	-	1,843,845	2,320,183
Sales-type lease receivable, less current portion	46,865,170	(46,865,170)	-	-
Property and equipment	42,198,693	-	98,464,553	81,760,560
Operating lease right-of-use asset	-	-	632,435	405,650
Finance lease right-of-use asset	-	(50,574,035)	743,479	1,769,803
Total non-current assets	102,521,156	(100,367,676)	115,481,391	86,366,196
Total assets	$ 125,639,592	$ (113,468,080)	$ 171,053,735	$ 144,181,809
Liabilities				
Current liabilities				
Accounts payable	$ -	$ -	$ 8,560,678	$ 10,508,635
Accrued compensated absences	-	-	495,020	485,766
Interest payable	108,167	-	415,298	-
Refundable advance	1,817,082	-	8,198,941	7,950,047
Intra-entity payable	1,081,742	(8,678,509)	-	-
Current portion of notes payable	228,815	(59,000)	8,151,363	2,524
Current portion of bonds payable	-	-	-	800,000
Current portion of operating lease liability	-	-	175,064	407,642
Current portion of finance lease liability	-	(881,893)	341,658	313,018
Current portion of proposition construction loan	-	-	256,931	251,869
Total current liabilities	3,235,806	(9,619,402)	26,594,953	20,719,501
Long-term liabilities				
Notes payable, less current portion	11,694,753	(3,481,002)	13,686,392	25,608,915
Bonds payable, less current portion and net of unamortized bond issuance costs and discount	27,105,075	-	27,105,075	25,638,241
Grant anticipation notes payable, less current portion and net of unamortized note issuance costs	29,257,982	-	29,257,982	-
Operating lease liability, less current portion	-	-	480,094	652,296
Finance lease liability, less current portion	-	(46,865,170)	429,260	728,275
Proposition construction loan, less current portion	-	-	13,482,985	8,799,916
Total long-term liabilities	68,057,810	(50,346,172)	84,441,788	61,427,643
Total liabilities	71,293,616	(59,965,574)	111,036,741	82,147,144
Net Assets				
Without donor restrictions	54,345,976	(53,502,506)	60,016,994	62,034,665
Total liabilities and net assets	$ 125,639,592	$ (113,468,080)	$ 171,053,735	$ 144,181,809

See Notes to Supplementary Information

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Magnolia Educational & Research Foundation

Consolidating Statement of Activities (Restated)

Year Ended June 30, 2025 and 2024

	Magnolia Educational & Research Foundation			
	Home Office	MSA	MSA 2	MSA 3
	Without donor Restrictions	Without donor Restrictions	Without donor Restrictions	Without donor Restrictions
Support and Revenues				
Local Control Funding Formula	$ -	$ 10,797,700	$ 7,451,931	$ 5,405,272
Federal revenue	-	618,627	656,055	257,842
Other state revenue	1,624,724	3,635,113	2,302,238	1,557,972
Local revenues	5,662,224	1,943,383	126,469	48,447
Interest income	19,689	2,752	-	-
Rental income	-	-	-	-
Fundraising revenue	10,304	45,969	38,752	26,007
Total support and revenues	7,316,941	17,043,544	10,575,445	7,295,540
Expenses				
Program services	1,919,447	11,005,809	6,798,302	4,879,887
Management and general	8,032,378	4,918,008	3,111,311	2,631,943
Total expenses	9,951,825	15,923,817	9,909,613	7,511,830
Change in Net Assets before intra-entity transfers	(2,634,884)	1,119,727	665,832	(216,290)
Intra-Entity Transfers				
Transfer in	147,633	-	-	-
Transfer out	(23,982)	-	(625,960)	-
Change in Net Assets	(2,511,233)	1,119,727	39,872	(216,290)
Net Assets, Beginning of Year	2,952,603	11,249,875	5,753,136	3,295,456
Net Assets, End of Year	$ 441,370	$ 12,369,602	$ 5,793,008	$ 3,079,166

See Notes to Supplementary Information

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Magnolia Educational & Research Foundation

Consolidating Statement of Activities (Restated)

Year Ended June 30, 2025 and 2024

	Magnolia Educational & Research Foundation			
	MSA 4	MSA 5	MSA 6	MSA 7
	Without donor Restrictions	Without donor Restrictions	Without donor Restrictions	Without donor Restrictions
Support and Revenues				
Local Control Funding Formula	$ 2,048,503	$ 3,113,168	$ 1,767,296	$ 3,730,622
Federal revenue	117,429	491,864	394,393	235,922
Other state revenue	452,769	6,161,855	573,941	2,172,397
Local revenues	151,583	79,953	153,788	265,750
Interest income	-	1,375	-	-
Rental income	-	-	-	-
Fundraising revenue	15,046	6,720	1,670	8,687
Total support and revenues	2,785,330	9,854,935	2,891,088	6,413,378
Expenses				
Program services	2,080,283	3,135,315	1,975,247	4,315,701
Management and general	965,330	1,731,839	1,016,670	1,979,383
Total expenses	3,045,613	4,867,154	2,991,917	6,295,084
Change in Net Assets before intra-entity transfers	(260,283)	4,987,781	(100,829)	118,294
Intra-Entity Transfers				
Transfer in	-	-	-	-
Transfer out	-	-	-	-
Change in Net Assets	(260,283)	4,987,781	(100,829)	118,294
Net Assets, Beginning of Year	1,322,121	7,632,612	2,666,531	3,328,936
Net Assets, End of Year	$ 1,061,838	$ 12,620,393	$ 2,565,702	$ 3,447,230

See Notes to Supplementary Information

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Magnolia Educational & Research Foundation

Consolidating Statement of Activities (Restated)

Year Ended June 30, 2025 and 2024

	Magnolia Educational & Research Foundation			
	MSA Bell	MSA Santa Ana	MSA San Diego	MPM Carl Karcher Way LLC
	Without donor Restrictions	Without donor Restrictions	Without donor Restrictions	Without donor Restrictions
Support and Revenues				
Local Control Funding Formula	$ 4,991,476	$ 7,631,122	$ 4,857,929	$ -
Federal revenue	281,579	537,363	505,597	-
Other state revenue	1,559,984	2,594,666	1,155,926	-
Local revenues	453,161	233,548	189,075	-
Interest income	28,667	27,295	23,689	-
Rental income	-	-	-	-
Fundraising revenue	6,522	60,955	51,584	-
Total support and revenues	7,321,389	11,084,949	6,783,800	-
Expenses				
Program services	4,593,613	8,614,754	4,825,530	19,990
Management and general	2,996,927	3,417,489	1,784,629	-
Total expenses	7,590,540	12,032,243	6,610,159	19,990
Change in Net Assets before intra-entity transfers	(269,151)	(947,294)	173,641	(19,990)
Intra-Entity Transfers				
Transfer in	-	-	-	23,982
Transfer out	-	-	-	-
Change in Net Assets	(269,151)	(947,294)	173,641	3,992
Net Assets, Beginning of Year	7,675,301	9,554,184	1,604,542	-
Net Assets, End of Year	$ 7,406,150	$ 8,606,890	$ 1,778,183	$ 3,992

See Notes to Supplementary Information

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Magnolia Educational & Research Foundation

Consolidating Statement of Activities (Restated)

Year Ended June 30, 2025 and 2024

	MPM, Inc. LLC as Restated Without donor Restrictions	Eliminations as Restated	2025 as Restated Consolidated	2024 as Restated Consolidated
Support and Revenues				
Local Control Funding Formula	$ -	$ -	$ 51,795,019	$ 50,201,138
Federal revenue	-	-	4,096,671	4,737,585
Other state revenue	-	-	23,791,585	20,592,755
Local revenues	(2,188,462)	(4,252,922)	2,865,997	4,570,458
Interest income	-	-	103,467	65,249
Rental income	4,807,390	(4,807,390)	-	-
Fundraising revenue	-	-	272,216	285,284
Total support and revenues	2,618,928	(9,060,312)	82,924,955	80,452,469
Expenses				
Program services	6,961,192	(1,251,122)	59,873,948	53,688,373
Management and general	78,675	(7,595,904)	25,068,678	22,255,815
Total expenses	7,039,867	(8,847,026)	84,942,626	75,944,188
Change in Net Assets before intra-entity transfers	(4,420,939)	(213,286)	(2,017,671)	4,508,281
Intra-Entity Transfers				
Transfer in	625,960	(797,575)	-	-
Transfer out	(147,633)	797,575	-	-
Change in Net Assets	(3,942,612)	(213,286)	(2,017,671)	4,508,281
Net Assets, Beginning of Year	58,288,588	(53,289,220)	62,034,665	57,526,384
Net Assets, End of Year	$ 54,345,976	$ (53,502,506)	$ 60,016,994	$ 62,034,665

See Notes to Supplementary Information

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Magnolia Educational & Research Foundation

Foundation Only Comparative Statement of Financial Position

June 30, 2025 and 2024

	2025	2024
Assets		
Current assets		
Cash	$ 1,686,295	$ 3,037,906
Receivables	2,000,000	-
Receivables	78,803	24,951
Intra-entity receivable	2,008,674	997,815
Prepaid expenses	94,350	17,454
Total current assets	5,868,122	4,078,126
Non-current assets		
Other assets	2,173,631	100,000
Property and equipment	7,612,495	13,010
Operating lease right-of-use asset	616,234	763,518
Total non-current assets	10,402,360	876,528
Total assets	$ 16,270,482	$ 4,954,654
Liabilities		
Current liabilities		
Accounts payable	$ 1,554,828	$ 762,541
Interest payable	307,131	-
Refundable advance	514,651	-
Intra-entity payable	4,988,545	453,433
Current portion of notes payable	7,825,000	-
Current portion of operating lease liability	160,149	147,122
Total current liabilities	15,350,304	1,363,096
Long-term liabilities		
Operating lease liability, less current portion	478,808	638,957
Total liabilities	15,829,112	2,002,053
Net Assets		
Without donor restrictions	441,370	2,952,601
Total net assets	441,370	2,952,601
Total liabilities and net assets	$ 16,270,482	$ 4,954,654

See Notes to Supplementary Information

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Magnolia Educational & Research Foundation

Foundation Only Comparative Statement of Activities

Year Ended June 30, 2025 and 2024

	2025	2024
Support and Revenues		
Other state revenue	$ 1,624,724	$ 232,206
Local revenues	5,662,224	9,516,776
Interest income	19,689	-
Fundraising revenue	10,304	3,228
Total support and revenues	7,316,941	9,752,210
Expenses		
Program services	1,919,447	1,678,528
Management and general	8,032,378	6,534,767
Total expenses	9,951,825	8,213,295
Change in Net Assets before intra-entity transfers	(2,634,884)	1,538,915
Intra-entity transfers		
Transfer in	147,633	-
Transfer out	(23,982)	(2,149,373)
Change in Net Assets	(2,511,233)	(610,458)
Net Assets, Beginning of Year	2,952,603	3,563,059
Net Assets, End of Year	$ 441,370	$ 2,952,601

See Notes to Supplementary Information

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Magnolia Educational & Research Foundation

Debt Covenants

Year Ended June 30, 2025

On April 17, 2025, the Organization refunded $26,455,000 of bonds originally subject to debt service coverage covenants. The refunding resulted in an economic gain of $66,666 and eliminated prior covenant restrictions. The reacquisition price exceeded the net carrying amount of the old debt by $1,221,729, which was recognized as a loss on extinguishment.

Magnolia Educational & Research Foundation

Consolidating Schedule of Property and Equipment

Year Ended June 30, 2025

	Magnolia Educational & Research Foundation							
	Home Office	MSA	MSA 2	MSA 3	MSA 4	MSA 5	MSA 6	MSA 7
Land	$ 4,647,088	$ -	$ -	$ -	$ -	$ 11,783,522	$ -	$ -
Leasehold improvements	-	7,528,042	-	-	-	28,750	-	57,753
Building	-	648,676	10,061	-	-	-	-	840,557
Computer and equipment	134,513	906,154	954,493	710,540	304,072	430,937	263,305	228,173
Work in progress	2,952,912	-	1,515,720	-	-	4,111,567	306,777	412,277
Total property and equipment	7,734,513	9,082,872	2,480,274	710,540	304,072	16,354,776	570,082	1,538,760
Less accumulated depreciation	(122,018)	(1,606,546)	(929,696)	(633,620)	(300,335)	(429,336)	(260,537)	(467,816)
	$ 7,612,495	$ 7,476,326	$ 1,550,578	$ 76,920	$ 3,737	$ 15,925,440	$ 309,545	$ 1,070,944

	Magnolia Educational & Research Foundation				MPM Inc		
	MSA Bell	MSA Santa Ana	MSA San Diego	MPM Carl Karcher, LLC	LLC	2025 Consolidated	2024 Consolidated
Land	$ -	$ -	$ -	$ 890,106	$ 14,566,854	$ 31,887,570	$ 26,531,646
Leasehold improvements	-	461,651	683,428	-	-	8,759,624	5,406,453
Building	-	22,355,559	-	2,670,318	30,192,949	56,718,120	54,212,960
Computer and equipment	1,019,664	923,962	770,303	-	-	6,646,116	6,570,390
Work in progress	-	-	-	-	2,600,359	11,899,612	4,377,754
Total property and equipment	1,019,664	23,741,172	1,453,731	3,560,424	47,360,162	115,911,042	97,099,203
Less accumulated depreciation	(945,305)	(5,836,729)	(753,082)	-	(5,161,469)	(17,446,489)	(15,338,643)
	$ 74,359	$ 17,904,443	$ 700,649	$ 3,560,424	$ 42,198,693	$ 98,464,553	$ 81,760,560

See Notes to Supplementary Information

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Note 1 - Purpose of Supplementary Schedules

Consolidated Schedule of Expenditures of Federal Awards

Basis of Presentation
The accompanying consolidated schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2025. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Summary of Significant Accounting Policies
Expenditures reported in the schedule are reported on the accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate
The Organization has not elected to use the ten percent de minimis cost rate.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *California Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Consolidating Statement of Financial Position and Consolidating Statement of Activities

The consolidating statement of financial position and consolidating statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the consolidating statement of financial position and consolidating statement of activities are for activities between the Organization and related entities.

Foundation Only Comparative Statements

The accompanying foundation only comparative financial statements report the individual program of Magnolia Education & Research Foundation and are presented on the accrual basis of accounting.

Debt Covenants

Some of the Organization’s loan agreements are subject to covenant clauses, whereby the Organization is required to meet certain key financial ratios. This schedule provides information related to the debt covenant ratios and related information.

Consolidating Schedule of Property and Equipment

The accompanying consolidating schedule of property and equipment present the comparative balances for Organization and the Subsidiaries property and equipment.

Other Information
June 30, 2025
Magnolia Public Schools

Magnolia Educational & Research Foundation

Local Education Agency Organization Structure (Unaudited)

June 30, 2025

ORGANIZATION

The Organization operates ten schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2025, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Magnolia Science Academy	0438	Los Angeles County Office of Education	June 30, 2030	6 - 12	746
Magnolia Science Academy 2	0906	Los Angeles County Office of Education	June 30, 2030	6 - 12	514
Magnolia Science Academy 3	0917	Los Angeles County Office of Education	June 30, 2030	6 - 12	411
Magnolia Science Academy 4	0986	Los Angeles Unified School District	June 30, 2026	6 - 12	132
Magnolia Science Academy 5	0987	Los Angeles County Office of Education	June 30, 2026	6 - 12	218
Magnolia Science Academy 6	0988	Los Angeles Unified School District	June 30, 2026	6 - 8	128
Magnolia Science Academy 7	0989	Los Angeles Unified School District	June 30, 2026	K - 5	272
Magnolia Science Academy Bell	1236	Los Angeles Unified School District	June 30, 2027	6 - 8	385
Magnolia Science Academy Santa Ana	1686	California Department of Education	June 30, 2026	K - 12	524
Magnolia Science Academy San Diego	0698	San Diego Unified School District	June 30, 2027	6 - 8	464

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Mekan Muhammedov	Chair	April 2030
Sandra Covarrubias	Vice Chair	August 2027
Umit Yapanel, Ph.D.	Member	October 2027
Salih Dikbas, Ph.D.	Member	December 2029
Diane Gonzalez	Member	December 2029

ADMINISTRATION

NAME	TITLE
Alfredo Rubalcava	Chief Executive Officer and Superintendent
Steve Budhraja	Chief Financial Officer

Independent Auditor's Reports
June 30, 2025

Magnolia Educational & Research Foundation

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards (Reissued)*

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States *(Government Auditing Standards),* the consolidated financial statements of Magnolia Educational & Research Foundation (the Organization), which comprise the consolidated statement of financial position as of June 30, 2025, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated January 15, 2026.

Restatement and Reissuance

As discussed in Note 13, subsequent to the issuance of the Organization's June 30, 2025 and 2024 financial statements and our report thereon dated January 15, 2026, we became aware that those financial statements were misstated due to errors in amounts reported for cash and cash equivalents, restricted cash, property and equipment, proposition construction loan, and improper inclusion of a note payable in the originally issued statements. In our original report we expressed an unmodified opinion on the 2025 and 2024 financial statements, and our opinion on the revised statements, as expressed herein, remains unmodified.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We identified a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item 2025-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Other Matter - Reissuance of Report

This report on internal control over financial reporting and the report on compliance and other matters replaces our previously issued reports dated January 15, 2026. Item 2025-001 has been revised to address the internal control deficiency related to the restatement and reissuance of the 2024 and 2025 financial statements.

The Organization's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the finding identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Ontario, California
January 15, 2026 except for on item 2025-001 for which the date is October 21, 2026

Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance

Governing Board
Magnolia Public Schools
Los Angeles, California

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Magnolia Public Schools' (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Organization's major federal program for the year ended June 30, 2025. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2025.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

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Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such

that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Eide Bailly LLP

Ontario, California
January 15, 2026

Independent Auditor's Report on State Compliance and on Internal Control Over Compliance

Governing Board
Magnolia Public Schools
Los Angeles, California

Report on Compliance

Opinion on State Compliance

We have audited Magnolia Public Schools' (the Organization) compliance with the requirements specified in the *2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2025.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2025.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards)*, and the *2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's state programs.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

2024-2025 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	Not Applicable
Teacher Certification and Misassignments	Not Applicable
Independent Study	Not Applicable
Continuation Education	Not Applicable
Instructional Time	Not Applicable
Instructional Materials	Not Applicable
Ratio of Administrative Employees to Teachers	Not Applicable
Classroom Teacher Salaries	Not Applicable
Early Retirement Incentive	Not Applicable

2024-2025 K-12 Audit Guide Procedures	Procedures Performed
GANN Limit Calculation	Not Applicable
School Accountability Report Card	Not Applicable
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools or Programs	Not Applicable
K-3 Grade Span Adjustment	Not Applicable
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Not Applicable
District of Choice	Not Applicable
Home to School Transportation Reimbursement	Not Applicable
School Districts, County Offices of Education, and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Not Applicable
Expanded Learning Opportunities Program	Yes
Transitional Kindergarten	Yes
Kindergarten Continuance	Yes
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

The term “Not applicable” is used above to mean either the Organization did not offer the program during the current fiscal year, the Organization did not participate in the program during the current fiscal year, the program did not exceed the threshold for testing, or the program applies to a different type of local education agency.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is described in the accompanying Schedule of Findings and Questioned Costs as item 2025-002. Our opinion on state compliance is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the noncompliance finding identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be significant deficiencies.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying Schedule of Findings and Questioned Costs as item 2025-002 to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the internal control over compliance finding identified in our compliance audit described in the accompanying Schedule of Findings and Questioned Costs. The Organization's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Eide Bailly LLP

Ontario, California
January 15, 2026

Schedule of Findings and Questioned Costs
June 30, 2025

Magnolia Educational & Research Foundation

Magnolia Educational & Research Foundation

Summary of Auditor's Results

Year Ended June 30, 2025

CONSOLIDATED FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to consolidated financial statements noted?	No

FEDERAL AWARDS

Internal control over major program	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)	No

Identification of major programs

Name of Federal Program or Cluster	Federal Financial Assistance Listing
Charter Schools	84.282M

Dollar threshold used to distinguish between type A and type B programs	$750,000
Auditee qualified as low-risk auditee?	Yes

STATE COMPLIANCE

Internal control over state compliance for programs	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	Yes
Other matters to be reported	Yes
Type of auditor's report issued on compliance for programs	Unmodified

The following finding represents a material weakness related to the financial statements that is required to be reported in accordance with *Government Auditing Standards*. This finding has been coded as follows:

Five Digit Code	AB 3627 Finding Type
30000	Internal Control

2025-001 30000 – Prior Period Restatement, Financial Statement Preparation, and Audit Adjustments as it Relates to the Title Transfer for the Newly Formed LLC (Material Weakness)

Criteria or Specific Requirements

Management is responsible for establishing and maintaining an effective system of internal control over financial reporting. This includes designing, implementing, and monitoring controls to ensure that financial statements are prepared in accordance with generally accepted accounting principles (GAAP) and are free from material misstatement, whether caused by error or fraud. As part of this responsibility, management ensures that accounting considerations related to complex or non-routine transactions, including those involving legal entity structure or ownership, are appropriately identified, documented, reviewed, and recorded prior to year-end close.

Condition

During the course of our engagement, we identified material misstatements of beginning balances presented within the consolidated financial position, as reported on the 2022-2023 audited financial statements. This prior period restatement due to errors resulted in an understatement of $3,774,168. In addition, we identified adjustments related to cash and cash equivalents, property and equipment, notes payable, and the related revenues and expenditures. Specifically:

Magnolia Educational & Research Foundation

- Cash and cash equivalents were understated by $2,000,000.
- Property and equipment were understated by $7,600,000.
- Intra-entity receivable were overstated by $1,308,807.
- Intra-entity payable were understated by $427,630
- Interest payable was understated by $307,131.
- Notes payable was understated by $7,825,000.

Magnolia Science Academy 5

- Property and equipment were overstated by $3,964,890.
- Intra-entity receivable were understated by $1,081,742.
- Proposition construction loan were overstated by $1,441,574.

Magnolia Science Academy 7

- Property and equipment was overstated by $1,736,437.
- Intra-entity receivable was understated by $427,630.
- Intra-entity payable was overstated by $1,308,807.

MPM, Inc. / LLC

- Cash and cash equivalents were overstated by $18,723,304
- Restricted cash was understated by $18,723,304
- Notes receivable was understated by $3,540,002
- Property and equipment were understated by $1,081,742.
- Intra-entity payable were understated by $1,081,742.

These adjustments resulted in an overall understatement of $1,829,860 in Net Assets.

During the fiscal year 2024-2025, the Organization established MPM 18120 Sherman Way LLC to hold title to the property at 18120 Sherman Way. The purchase transaction was completed during the year; however, as of June 30, 2025, the formal transfer of title from MERF to the LLC had not yet been finalized.

Context

The condition identified was through inquiry with Organization personnel and through review of available Organization records related to balances reported in the Organization's cash and cash equivalents, property and equipment, interest payable, and notes payable.

Cause

The delay was due to administrative timing and coordination requirements associated with setting up the new legal entity and preparing the necessary transfer documentation, specifically to avoid triggering the Los Angeles City Measure ULA transfer tax.

Effect

The net effect of these errors resulted in misstatements that were not detected or prevented by the Organization's internal accounting control and review process.

Repeat Finding

No.

Recommendation

We recommend that management and those charged with governance continue to strengthen internal controls over financial reporting related to complex, non-routine transactions, including those involving legal entity formation, ownership, and timing considerations, to ensure that financial statements are free from material misstatement. Controls should enable management, in the normal course of performing assigned functions, to identify, document, and resolve accounting considerations on a timely basis. Specifically:

- Strengthen year-end reconciliation and review procedures for significant accounts.
- Enhance pre-year-end coordination and documentation review for transactions involving legal entity structure or ownership.
- Ensure timely identification, documentation, and recording of accounting judgments related to such transactions prior to financial statement issuance

Corrective Action Plan and Views of Responsible Officials

The Organization agrees that effective year-end review, documentation, and coordination are critical components of its internal control over financial reporting, particularly for complex or non-routine transactions involving legal entity formation or ownership. Management has implemented, and continues to implement and monitor, enhanced procedures to strengthen cross-functional coordination, pre–year-end readiness reviews, documentation of accounting judgments, and verification of legal ownership and entity structure prior to fiscal year-end. Management believes these actions will support timely identification and resolution of accounting considerations and reduce the risk of similar issues in future reporting periods.

None reported.

The following finding represent a significant deficiency and instance of noncompliance including questioned costs that is required to be reported by the *2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. The finding has been coded as follows:

Five Digit Code	AB 3627 Finding Type
10000	Attendance

2025 -002 10000 – Attendance Reporting (Significant Deficiency in Internal Controls and Noncompliance)

Criteria

Pursuant to California *Education Code* Section 47612.5, the Annual Period Report of Attendance submitted to the CDE should reconcile to supporting documents to ensure that Average Daily Attendance (ADA) is reported accurately. Attendance report should be revised to reflect updates and corrections to attendance when they occur.

Condition

The ADA reported on the Annual Period Report of Attendance was inaccurate due to the Organization misclassifying classroom-based ADA and nonclassroom-based ADA. As a result, the Organization overstated classroom based ADA by 1.20 and underreported nonclassroom-based by 1.20 ADA on the Annual Report.

Cause

The misclassification appears to have resulted from an error in categorizing instructional setting for classroom-based and nonclassroom based ADA during annual reporting.

Effect

Magnolia Science Academy San Diego

The Organization over reported by 1.20 ADA for classroom-based and under reported by 1.20 ADA for nonclassroom-based on its Annual Period Report Attendance, resulting in an estimated fiscal impact as follows:

Grade Span	(Over) Under Reported ADA	Derived Value of ADA by Grade Span	Penalty
Classroom-based			
4-6	(0.38)	$ 10,937.43	$ (4,156.22)
7-8	(0.82)	11,260.92	(9,233.95)
Subtotal	(1.20)		(13,390.18)
Nonclassroom-based			
4-6	0.38	$ 10,937.43	$ 4,156.22
7-8	0.82	11,260.92	9,233.95
Subtotal	1.20		13,390.18
Total	-		$ -

Questioned Costs

There was no questioned costs identified.

Repeat Finding

No.

Recommendation

The Organization should ensure the Annual Period Report of Attendance is accurately completed using the correct reports from the student information system.

Corrective Action Plan and Views of Responsible Officials

The Organization acknowledges the finding and agrees that ADA was misclassified. While the variance of 1.20 ADA does not result in a questioned cost, the school recognizes the importance of accurate reporting under California *Education Code* Section 47612.5.

The Organization concurs with the recommendation and has initiated steps to strengthen internal controls, update policies, and train staff to ensure future compliance.

Magnolia Educational & Research Foundation

Summary Schedule of Prior Audit Findings

Year Ended June 30, 2025

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Coversheet

Approval of Construction and Contractor Change Orders for the Magnolia Science Academy-5 (7111 Winnetka) Project

Section: V. Action Items
Item: B. Approval of Construction and Contractor Change Orders for the Magnolia Science Academy-5 (7111 Winnetka) Project
Purpose: Vote
Submitted by:
Related Material:
V.B. Approval of Construction and Contractor Change Orders for the Magnolia Science Academy-5 (7111 Winnetka) Project.pdf

Agenda Item:	V.B. Action Item
Date:	November 19, 2026
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 Construction and Contractor Change Orders for the Magnolia Science Academy-5 (7111 Winnetka) Project

Action Proposed:

MPS Staff recommends and moves that the Board approve the proposed construction change orders submitted by Pro-Craft Construction **("PCC")** and Del Amo Construction **("DAC")** for the Magnolia Science Academy-5 project located at 7111 Winnetka Ave (the "**Project**"), in a total amount equal to Two Hundred Fifty Five Thousand Four Hundred Seventy Nine and 75/100 Dollars ($255,479.75).

Purpose:

This item is presented to obtain Board approval of construction change orders associated with the Project.

The proposed change orders address completing emergency sewer work, additional asphalt work, unforeseen conditions related to Division of State Architect field trip notes, Inspector of Record ("IOR") inspections, and Construction Change Documents ("CCDs").

Background:

Construction of the Magnolia Science Academy-5 Project is ongoing and progressing toward completion. As work has advanced, PCC and DAC identified the following scope additions and/or field modifications requiring approval, as detailed below.

Pro-Craft Construction ("PCC") Increment 1 & 2		
Change Order #	**Description**	**Amount**
PCCO 33	Colich T&M Work - Costs associated with Colich's standby time on 9/24 in which city inspector stopped work and directed Colich to locate and connect to chimney. Additional time and material work occurred on 9/25 when Colich was directed to pothole and locate the chimney to connect to. [*City Directed Changes to Sewer Line Work*]	**$10,830.62**
	Asphalt Repair - Additional asphalt work [*Unforeseen Conditions*]	**$20,798.53**
	Asphalt Remobilization and Additional Work - Cost to remobilize asphalt contractor as the previously agreed upon price was for a single mobilization. [*Unforeseen Conditions*][*Separate scope from $20,798.53 referenced above*]	**$12,484.50**
	Building Chlorination - Cost for Pro-Craft to perform chlorination on modular building as this work was excluded from Silver Creek's scope [*Excluded Scope from SCM D-B Contract*]	**$11,190.65**
	SUBTOTAL - PCC INCREMENT 1:	**$55,304.30**

Del Amo Construction ("DAC") Increment 2		
Change Order #	**Description**	**Amount**
PCCO 36	Repair Damaged Storm Drain - Repair of storm drain in courtyard that was damaged by DSA-required over excavation. Additional over excavation was required by a CCD approved by DSA after storm drain installation had begun. [*Unforeseen/Changed Condition; DSA Driven*]	**$88,360.48**
	Termination Bar at LID Planter - Termination bar installation at LID Planter gap per RFI 147 [*Previously Approved by Board*]	**$-**
	MPR Substitutions - Owner requested substitution for a multi panel wall display in lieu of a ceiling mounted projector and screen. [*Owner Directed Change*]	**$12,193.29**
	Chain Link gate at Basketball Court - Addition of chain link gate to basketball court per RFI 107 [*Missed Scope*]	**$7,214.52**
	Hauling of Spoils - Hauling of spoils after courtyard storm drain repair and stairs backfill [*Missing Scope from SCM D-B Contract*]	**$5,108.11**
	Switchgear and Transformer Grounding - Additional grounding required by LADWP drawings that were not approved at the time of Del Amo's bid submission. [*Unforeseen/Changed Condition; LADWP Driven*]	**$23,540.51**
	Building Address Numbers - Los Angeles Fire Department-required address numbers for the front of the school [*Missing Scope*]	**$1,839.51**
	LID Planter Plaster - Plaster installation for LID planter gap [*Owner Requested*]	**$4,243.65**
	Breakers for Pumps - Breakers required for sump pumps. Silver Creek was to provide the breakers but they were not provided in a timely manner and therefore Del Amo was requested to provide and install in order to prevent delays [*Missed Scope by Contractor; Expect to Back charge*]	**$2,558.45**

Del Amo Construction ("DAC") Increment 2		
Change Order #	**Description**	**Amount**
	WAP install/cable runs on solar panel - Owner e-rate contractor requested Del Amo subcontractor install Wireless Access Points on solar panels. Groundbreaker cable was utilized in lieu of DLR-specified outdoor fiber enclosure due to cost savings [*Owner Requested*]	**$2,392.43**
	Site Power Wash – Originally $10,000. Contractor agreed to do it for free.	**$-**
	Parking lot ADA Ramp Handrails - Addition of handrails per RFI 86. Issue originates from inconsistencies in pullbox elevations provided by DLR and installed during Increment 1. [*Design Survey Error*]	**$8,786.91**
	NE Sidewalk Guard/Handrail and Sidewalk - Addition of guardrails, handrails and sidewalk rework per RFI 162.2. Issue originates from inconsistencies in pullbox elevations provided by DLR and installed during Increment 1. [*Design Survey Error*]	**$38,782.69**
	Concrete at NE corner – Landscaping was originally specified for the NE corner of MSA 5. However, no irrigation was designed for that area nor was any planting detailed on the landscape drawings. As a result, concrete fill was recommended for the area per RFI 175. [*Design Error*]	**$5,154.90**
	CHANGE ORDER TOTAL - DAC:	**$200,175.45**
	TOTAL REQUESTED CHANGE ORDER APPROVAL:	**$255,479.75**

Analysis and Impact

The **PCC** change order request covers work required by the City of Los Angeles Bureau of Engineering related to the sewer connection and additional asphalt work.

The DAC items cover LID planter plastering, owner directed additional scope, modifications to address ADA and slope issues, and other modifications, unforeseen conditions and field conditions..

These requests have been reviewed and approved by the Project's construction manager, Gateway Science & Engineering ("**GSE**") as being fair and reasonable. The analysis attached as Exhibit A for PCC and Exhibit B for DAC provides more in-depth analysis.

Budget Implications:

The contingency for the Project has been exhausted. All change orders will be added to the overall Project budget and will be paid for with proceeds from the 2026 bond financing and funds received from the final apportionment proceeds (net of repayment of the 2025 grant anticipate note financing).

Exhibits:

- Exhibit A: Pro-Craft Change Order & GSE Analysis
- Exhibit B: Del Amo Construction Change Order & GSE Analysis
- Exhibit C: Progress Photos

Exhibit A

Pro-Craft Change Order & GSE Analysis

GATEWAY SCIENCE AND ENGINEERING, INC.

Gateway Science and Engineering, Inc.
300 North Lake Avenue, 12th Floor
Pasadena, California 91101
P: (626) 696-1600 | F: (626) 696-1630
http://www.gateway-sci-eng.com
info@gateway-sci-eng.com

November 2, 2026

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 – Increment #1, Pro-Craft Construction
Prime Contract Change Order 033

Dear Mr. Ontiveros,

Our team is in receipt of Pro-Craft's proposed Change Order regarding the following:

- Colich T&M Work
- Asphalt Repair
- Asphalt Remobilization
- Building Chlorination

We have reviewed and analyzed all above-referenced Change Orders for conformance to Contract Documents and reasonableness of labor time and material costs.

Background and Scope of Work

Colich T&M Work – Costs associated with Colich's standby time on 9/24 in which city inspector stopped work and directed Colich to locate and connect to chimney. Additional time and material work occurred on 9/25 when Colich was directed to pothole and locate the chimney to connect to.

Asphalt Repair – Additional asphalt work that was unable to be previously completed due to the following reasons:

- Gault Entrance: Del Amo was performing curb rework as directed by city inspector
- Winnetka Entrance: Sewer work was occurring
- Winnetka Entrance (Gate): Asphalt was removed to accommodate relocated gate motor infrastructure

Asphalt Remobilization – Cost to remobilize asphalt contractor as the previously agreed upon price was for a single mobilization.

Building Chlorination – Cost for Pro-Craft to perform chlorination on modular building as this work was excluded from Silver Creek's scope.

Analysis and Cost
The cost of the Change Order is: **$55,304.30**, which breaks down as follows:

Colich T&M Work	$10,830.62
Asphalt Repair	$20,798.53
Asphalt Remobilization and Additional Work	$12,484.50

Gateway Science and Engineering, Inc.
300 North Lake Avenue, 12th Floor
Pasadena, California 91101
P: (626) 696-1600 | F: (626) 696-1630
http://www.gateway-sci-eng.com
info@gateway-sci-eng.com

Building Chlorination	$11,190.65

We have reviewed Pro-Craft's proposed Change Order and find it fair and reasonable.

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

Best regards,

Ilya Veyts
Project Manager
Gateway Science & Engineering, Inc.

GATEWAY SCIENCE AND ENGINEERING, INC.

PCCO #033

Gateway Science and Engineering, Inc.
300 north lake ave,12th floor
pasadena, California 91101
Phone: +16266961600

Project: 03-123228 - Magnolia Science Academy 5 - Inc 1
7111 Winnetka Ave,
Winnetka, California 91306

Prime Contract Change Order #033: CE #033 - Asphalt Repair | CE #034 - Building Chlorination | CE #035 - Asphalt Remobilization | CE #036 - Colich Time and Material

TO:	**Magnolia Public Schools**	**FROM:**	**Pro-Craft Construction** 500 Iowa Street Redlands, California
DATE CREATED:	11/02/2026	**CREATED BY:**	James Villanueva **(Gateway Science and Engineering, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	No Change Reason
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Pro-Craft Construction Contract
		TOTAL AMOUNT:	$55,304.30

DESCRIPTION:
CE #033 - Asphalt Repair
Asphalt repair work

CE #034 - Building Chlorination
Chlorination of Modular Building

CE #035 - Asphalt Remobilization
Asphalt remobilization

CE #036 - Colich Time and Material
Standby costs for inspector work stoppage and time and material costs for potholing

ATTACHMENTS:
24262. - COR #0055 Costs for asphalt repair including mobilization.pdf, 24262. - COR #0057 Costs to remobilize for asphalt patch and repair.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		CE #036 - Colich T&M	$10,830.62
2		CE #035 - Asphalt Remobilization	$12,484.50
3		CE #034 Building Chlorination	$11,190.65
4		CE #033 - Asphalt Repair	$20,798.53
		Grand Total:	**$55,304.30**

GATEWAY SCIENCE AND ENGINEERING, INC.

PCCO #033

The original (Contract Sum)	$3,960,000.00
Net change by previously authorized Change Orders	$1,675,085.95
The contract sum prior to this Change Order was	$5,635,085.95
The contract sum would be changed by this Change Order in the amount of	$55,304.30
The new contract sum including this Change Order will be	$5,690,390.25

The contract time will not be changed by this Change Order.

Ruben Markarian (DLR Group)

SIGNATURE **DATE**

Magnolia Public Schools

SIGNATURE **DATE**

Pro-Craft Construction
500 Iowa Street
Redlands, California

SIGNATURE **DATE**

Proposed Change Order

24262. - Magnolia Science Academy 5
DATE: 10/21/2026
PCO#: 0058
www.procraftci.com

To:	James Villanueva Gateway Science & Engineering 300 North Lake Ave, 12th Floor Pasadena, CA. 91101	**From:**	Joey Gladish Pro-Craft Construction, Inc. 500 Iowa Street Redlands, CA 92373
Phone:	626-696-1600	**Phone:**	909-790-5222
Email:	jvillanueva@gateway-sci-eng.com	**Email:**	jgladish@procraftci.com

Description of Change: Costs for standby time from Colich

Costs for standby time from Colich. T&M approved by GAteway.

Exclusions: Contract exclusions apply.

Proposed Change Order Amount **$10,830.62**

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 **11/20/2026** and void thereafter. All work affected by either the acceptance or rejection of the enclosed change order quotation is on hold pending notification.

PRO-CRAFT

CHANGE ORDER REQUEST

TO: Gateway/Magnolia
ATTN: Ilya Veyts
DATE: 10/21/2026
CO# 58
RELATED DOC: Costs for Colich standby time apporved by Ga

LABOR	Hours	Rate	Total
General Foreman			$0.00
Foreman	-	$114.98	$0.00
Plumber	-	$108.50	$0.00
Operator	-	$113.90	$0.00
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
LABOR SUBTOTALS			$0.00

MATERIAL				
Description	QTY	Unit Price		Total
Material (See Detail)	-	$	-	$0.00
	-	$	-	$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Sub Total				$0.00
Sales Tax		9.50%		$0.00
MATERIAL SUBTOTALS				$0.00

EQUIPMENT	Unit	Rate	Total
General Foreman Truck	-	$58.50	$0.00
Foreman Truck- Plumbing	-	$58.50	$0.00
Foreman Truck- Site Utility	-	$65.00	$0.00
excavator	-	$135.52	$0.00
loader	-	$169.46	$0.00
backhoe	-	$73.88	$0.00
skid steer	-	$45.00	$0.00
			$0.00
EQUIPMENT SUBTOTAL			$0.00

SUBCONTRACTOR	Total
Colich and Sons	$10,063.29
	$0.00
	$0.00
SUBCONTRACTOR SUBTOTAL	$10,063.29

COMMENTS		OH&P	Summary	Total
			LABOR SUBTOTAL	$0.00
			MATERIAL SUBTOTAL	$0.00
			EQUIPMENT SUBTOTAL	$0.00
			SUBCONTRACTOR SUBTOTAL	$10,063.29
			COST SUBTOTAL	$10,063.29
		10%	LABOR OH&P	$0.00
		10%	MATERIAL OH&P	$0.00
		10%	EQUIP OH&P	$0.00
		5%	SUB OH&P	$503.16
			COST W/MARKUP SUBTOTAL	$10,566.45
		2.5%	**Bonds & Ins.**	$264.16
Additional Days to Contract	0	$ 616.44	**Daily OH Rate**	$0.00
Contract Extension:	NO		**QUOTED PRICE**	$10,830.62

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

Colich & Sons, LP

547 W. 140th Street
Gardena CA 90248
310.516.6346

Contract Invoice

Invoice#: 2245T&M

Date: 10/02/2026

Billed To: Pro Craft
500 Iowa Street
Redlands CA 92373

Project: 2245
7111 Winnetka

Due Date: 10/12/2026 **Terms:** 10DY **Order#**

Description	Amount
Stand By Time 09/24/2026	4,161.30
Exploratory Work 09/25/2026	5,901.99

A service charge of 0.000% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	10,063.29
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	**10,063.29**

Colich & Sons

DAILY EXTRA WORK ORDER REPORT

Date 9-24-26 C.C.C. Job No. 2245

Work Authorized By _____ Change Order No. _____

Charge To _____ Address 7111 Winnetka

Compiled and Passed By _____ (SUPT. OR FOREMAN) Date _____

Charges Below Approved By _____ (INSPECTOR OR OWNER) Date _____

Description of Work Work stop By Inspector standing By

LABOR

EMPLOYEE	HRS.	RATE	AMT.
Gerardo Ramirez	8	96.08	768.64
Esteban Gomez	8	93.95	751.60
Isaac Perez	8	93.95	751.60
Larry Meekins	8	121.85	974.80
Sub total			3246.64
mark up		20%	649.32
Total			$3895.97

MATERIAL

DESCRIPTION	QUAN.	PRICE	AMT.

EXTRA

OTHER CHARGES

EQUIPMENT USED

EQUIP.NO.	DESCRIPTION	HRS.	RATE	AMT.
2500	Chevy truck	8	4.20	33.60
450	Back Hoe	8	8.48	67.84
	Air Comp	8	3.59	28.72
650	Dump truck	8	12.57	100.56
	Subtotal			230.72
	mark up	15%		34.60
	Total			265.32

COST SUMMARY

LABOR		
PAYROLL ADDITIONS: Ins. P/R Taxes, Health, Welfare, Vac., Holiday Funds, etc.	% of $	3895.97
MATERIAL		
SALES TAX ON MAT. CHGD. US		
EQUIPMENT		265.32
OTHER CHARGES		
SUB-TOTAL		4161.30
OVERHEAD,	%	
SUB-TOTAL		
PROFIT,	%	
TOTAL COST		4161.30

THINK SAFETY - WORK SAFELY

ALL WORK IN ACCORDANCE WITH STATE SAFETY ORDERS

Colich & Sons

DAILY EXTRA WORK ORDER REPORT

Date 9-25-26 C.C.C. Job No. 2245

Work Authorized By _____ Change Order No. _____

Charge To _____ Address 7111 Winnetka

Compiled and Passed By _____ (SUPT. OR FOREMAN) Date _____

Charges Below Approved By _____ (INSPECTOR OR OWNER) Date _____

Description of Work Exploratory work Pothole the chimney got Top Elevation and location Backfill and cold patch serface.

LABOR

EMPLOYEE	HRS.	RATE	AMT.
Gerardo Ramirez	8	96.08	
Esteban Gomez	8	93.95	
Isaac Perez	8	93.95	
Larry Meekins	8	121.85	
Sub total			3246.64
mark up		20%	649.32
Total			$3895.97

EXTRA

MATERIAL

DESCRIPTION	QUAN.	PRICE	AMT.
Cold patch	5 bags	15.00	75.00
4 Rail Road spikes	4	3.19	12.76
Subtotal			87.76
tax 10.25%			8.99
total			96.75

OTHER CHARGES

EQUIPMENT USED

EQUIP.NO.	DESCRIPTION	HRS.	RATE	AMT.
2500	Chevy Truck	8	34.98	279.84
450	Backhoe	8	77.08	616.64
	Air Compressor	4	75.63	302.52
650	Dump Truck	8	69.84	558.72
	Sub total			1460.34
	mark up 15%			219.03
	Total			1909.37

COST SUMMARY

LABOR	
PAYROLL ADDITIONS: Ins. P/R Taxes, Health, Welfare, Vac., Holiday Funds, etc. % of $	3895.97
MATERIAL	96.75
SALES TAX ON MAT. CHGD. US	
EQUIPMENT	1909.37
OTHER CHARGES	
SUB-TOTAL	5901.99
OVERHEAD, %	
SUB-TOTAL	
PROFIT, %	
TOTAL COST	5901.99

THINK SAFETY - WORK SAFELY

ALL WORK IN ACCORDANCE WITH STATE SAFETY ORDERS

Proposed Change Order

24262. - Magnolia Science Academy 5
DATE: 10/01/2026
PCO#: 0055
www.procraftci.com

To:	James Villanueva Gateway Science & Engineering 300 North Lake Ave, 12th Floor Pasadena, CA. 91101	**From:**	Joey Gladish Pro-Craft Construction, Inc. 500 Iowa Street Redlands, CA 92373
Phone:	626-696-1600	**Phone:**	909-790-5222
Email:	jvillanueva@gateway-sci-eng.com	**Email:**	jgladish@procraftci.com

Description of Change: Costs for asphalt repair including mobilization

Costs for asphalt repair including mobilization

Exclusions: Contract exclusions apply.

Proposed Change Order Amount **$20,798.53**

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 **11/02/2026** 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

PRO-CRAFT

TO: Gateway/Magnolia
ATTN: Ilya Veyts
DATE: 1/26/2026
CO# 55
RELATED DOC: Costs for asphalt repair

LABOR	Hours	Rate	Total
General Foreman			$0.00
Foreman	-	$114.98	$0.00
Plumber	-	$108.50	$0.00
Operator	-	$113.90	$0.00
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
LABOR SUBTOTALS			$0.00

MATERIAL Description	QTY	Unit Price	Total
Material (See Detail)	-	$ -	$0.00
	-	$ -	$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Sub Total			$0.00
Sales Tax		9.50%	$0.00
MATERIAL SUBTOTALS			$0.00

EQUIPMENT	Unit	Rate	Total
General Foreman Truck	-	$58.50	$0.00
Foreman Truck- Plumbing	-	$58.50	$0.00
Foreman Truck- Site Utility	-	$65.00	$0.00
excavator	-	$135.52	$0.00
loader	-	$169.46	$0.00
backhoe	-	$73.88	$0.00
skid steer	-	$45.00	$0.00
			$0.00
EQUIPMENT SUBTOTAL			$0.00

SUBCONTRACTOR	Total
Peterson Grading and Paving	$19,325.00
	$0.00
	$0.00
SUBCONTRACTOR SUBTOTAL	$19,325.00

COMMENTS		OH&P	Summary	Total
			LABOR SUBTOTAL	$0.00
			MATERIAL SUBTOTAL	$0.00
			EQUIPMENT SUBTOTAL	$0.00
			SUBCONTRACTOR SUBTOTAL	$19,325.00
			COST SUBTOTAL	$19,325.00
		10%	LABOR OH&P	$0.00
		10%	MATERIAL OH&P	$0.00
		10%	EQUIP OH&P	$0.00
		5%	SUB OH&P	$966.25
			COST W/MARKUP SUBTOTAL	$20,291.25
		2.5%	**Bonds & Ins.**	$507.28
Additional Days to Contract	0	$ 616.44	**Daily OH Rate**	$0.00
Contract Extension:	NO		**QUOTED PRICE**	$20,798.53

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

PETERSON
Grading & Paving, Inc.
LICENSE#782357 DIR# 100011559 | CERTIFIED SMALL BUSINESS
515 W. CULLY DR. ORANGE, CA. 92865 | PH: 714.279.3995 FAX: 714.279.3925

Change Order

To: PRO-CRAFT CONSTRUCTION, INC	**Project: COR #4 – Magnolia Science Academy – Additional Mobilization to Repair Asphalt**
500 Iowa St	**7111 Winnetka Ave**
Redlands, CA 92373	**Winnetka, CA**
Office: (909) 790-5222	
Attn: JOEY GLADISH	**Email:** jgladish@procraftci.com

COR #4 – Magnolia Science Academy – Additional Mobilization to Repair Asphalt

ASPHALT PAVING

Additional Mobilization to Repair Asphalt

1. **Repair approximately 450 sf of asphalt at various locations throughout the site due to removing asphalt for other work.**

TOTAL $ 19,325.00

GRAND TOTAL $19,325.00

THIS CONTRACT IS PRICED ON M-F DAYTIME HOURS

PETERSON GRADING & PAVING, INC
By: Jake Straub, Project Manager

TERMS : due and payable upon completion

CONDITIONS: (Unless Noted Above)
****Price includes all labor, materials, equipment, tools, and supervision to complete the specified work****

1. **All work bid as Prevailing Wage.**
2. Fuel and material cost are unstable; price will be honored 60 days.
3. Proposal is based on unsigned plans and the right is reserved upon review of approved and/or changed plans and specifications to adjust the price quoted, based on changes in the character or nature of the work.
4. Safety measures per OSHA regulations.
5. This bid/proposal and all its terms and conditions shall become a binding part and added to any subcontract, purchase order, or other agreement and labeled “EXHIBIT A”.
6. Price is based on move-ins specified above. Added move-ins will be charged at $22,000.00 each.
7. Insurance Limits: A. $1 MILL each occurrence & 2 MILL Gen. Agg. B. $1 MILL Auto & 1 MILL W Comp.
8. Peterson Grading & Paving Inc. Proposal is based on being awarded the entire lump sum of our proposal. If items are deleted or not awarded we reserve the right to adjust our bid proposal based on those conditions.
9. NOTE:

PETERSON
Grading & Paving, Inc.
LICENSE#782357 DIR# 100011559 | CERTIFIED SMALL BUSINESS
515 W. CULLY DR. ORANGE, CA. 92865 | PH: 714.279.3995 FAX: 714.279.3925

Change Order

In submitting this proposal, Peterson Grading & Paving Inc. shall not be bound to accept or perform the proposed work until terms of a contract/subcontract are fully agreed to by both parties in writing and the contract/subcontract is fully executed.

GENERAL CONDITIONS

The former represents our pricing for discussion and bidding purposes only. It is not an agreement, or an offer to enter into an agreement. Neither party is obligated in any way to the other until a formal agreement is signed by an authorized officer or representative of each company.
Price quote is valid for 30 days and can only be secured with a signed contract or purchase order.
(1) MOVE(S) - Additional mobilizations and production loss to be negotiated as it occurs.
Price is subject to change upon receipt of approved plans and specification.
Price is based on plans and specifications.
Price is firm for all work performed up to **10/31/26.** Price is subject to **increase** for all work performed after **10/31/26.**

- **DIR # 1000011559**

EXCLUSIONS: (Unless Noted Above)

1. Subgrade to be minimum +/-0.10' (to Balance) or to required percentage by others. Subgrade preparation, scarification, fine grading or compaction.
2. Engineering, staking, surveying, testing or inspections & engineered traffic control plan.
3. Permits, bonds, and/or fees of any kind
4. Soil testing, compaction tests and inspection fees
5. Plans, Design and/or engineering of shoring/bracing and/or sewer bypassing
6. Wall, dock drains, trench drains, grease interceptors, oil/sand separators or lint traps.
7. Dewatering, pumping, or ground water of any kind.
8. Drying, mixing, or aeration of wet soils, and stabilization of wet trenches.
9. Water, water meters or flood testing.
10. Removal & replacement of unsuitable, hazardous, or contaminated materials.
11. Removal or obstruction of buried and unforeseen obstructions.
12. Traffic Control Plans, design, engineering, installation, k-rail, maintenance, or flagman
13. Protection of manholes, catch basins, water valves, hydrants, or cleanouts.
14. Asphalt patching around water valves, cleanouts, sewer or storm drain manholes.
15. Installation of gas, communication, electrical, landscaping trenches or conduit work.
16. Potholing, relocating, locating, jumping, capping or abandoning of buried utilities, lines, wires, or pipes (horizontal or vertical) not on plans will be the responsibility of the Owner/General.
17. Exporting, relocating, stockpiling. Excess trench spoil material will be left on site along trench.
18. SWPPP, wash out bins, street sweeping, track out equipment, installation, replacing, or maintaining of such, covering or surrounding piles with visqueen, sandbags, or waddles.
19. Concrete or asphalt replacement.
20. Fire Risers to be installed prior to foundations and slabs. (Fire Risers by Others)
21. Coring of concrete for installation of signposts.
22. Off-site work, temporary striping, cat tracking thermoplastic striping.
23. Header board.
24. Reflective cracking.
25. Cleaning of pavement other than with power blowers.
26. Backfill to be native soils without screening / Dust control during non-working hours.
27. Phasing, backing out portions of work / utilities installed before building construction.
28. Demolition, saw-cutting, removals, cold planning, import/export of fill materials.
29. Cost of disposal of materials if "Paving Fabric" is found under existing pavement.
30. Removal of excess soil below ___".

PETERSON
Grading & Paving, Inc.
LICENSE#782357 DIR# 100011559 | CERTIFIED SMALL BUSINESS
515 W. CULLY DR. ORANGE, CA. 92865 | PH: 714.279.3995 FAX: 714.279.3925

Change Order

31. Adjusting of valves, manholes or utilities and patching for same.
32. Trench patching or patching for other trades.
33. Rock base under concrete and concrete work.
34. Grass and or vegetation growing through asphalt.
35. Prime coat, fog seal, seal coat, striping, wheel stops, fire department striping, black out existing striping and crack fill.
36. Truncated Domes, Steel Bollards.
37. Not responsible for damage to newly placed seal coat caused by power steering, tire scuffing or irrigation run-off.
38. Sealcoat being tracked onto concrete by vehicles and pedestrians.
39. Sealcoat not adhering to oily pavement.
40. Permits, bonds, prevailing wage rates and fees.
41. Traffic control.
42. Price excludes nighttime, weekend or holiday work unless otherwise noted.
43. Project Labor Agreements.

Payment due upon completion and acceptance; however, should more than 30 consecutive calendar days be required to complete the above items, owner will make progressive payments upon the receipt of invoice(s) covering work completed to date of invoice. This proposal with terms and conditions as provided above when signed in the space indicated becomes a firm and binding contract.
TERMS: 100% DUE UPON PRESENTATION OF INVOICE. In the event payment is not received within 30 days of completion of work, interest will accrue from the date of completion until paid at a rate of 8%. ATTORNEY FEES: In the event Peterson Grading & Paving, Inc. is required to retain the services of an attorney to enforce any of the terms of this Proposal & Contract and/or to seek payment due to Peterson Grading & Paving, Inc., Client will be responsible for payment of all such legal fees and costs, whether or not a lawsuit, arbitration, or mediation occurs.
INSURANCE: In the event that a waiver of subrogation is required by contract an additional fee will apply. Not inclusive in bid.
NOTE: This proposal may be withdrawn by Peterson Grading & Paving if not accepted within 30 days.
WARRANTY: The persons signing this Proposal and Contract represent and warrant that they have authority to bind the parties on whose behalf they are signing.

Accepted: _____ **Approved:** **Jake Straub**

Title: _____ **Title:** **Project Manager**

Date: _____ **Date:** **September 30, 2026**

Proposed Change Order

24262. - Magnolia Science Academy 5
DATE: 10/20/2026
PCO#: 0057
www.procraftci.com

To:	James Villanueva Gateway Science & Engineering 300 North Lake Ave, 12th Floor Pasadena, CA. 91101	**From:**	Joey Gladish Pro-Craft Construction, Inc. 500 Iowa Street Redlands, CA 92373
Phone:	626-696-1600	**Phone:**	909-790-5222
Email:	jvillanueva@gateway-sci-eng.com	**Email:**	jgladish@procraftci.com

Description of Change: Costs to remobilize for asphalt patch and repair

Costs to remobilize for asphalt patch and repair due to areas not ready or blocked

Exclusions: Contract exclusions apply.
-Per Petersons proposal

Proposed Change Order Amount **$12,484.50**

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 **11/20/2026** 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

PRO-CRAFT

TO: Gateway/Magnolia
ATTN: Ilya Veyts
DATE: 10/20/2026
CO# 57
RELATED DOC: Costs for remobilization for asphalt repair

LABOR	Hours	Rate	Total
General Foreman			$0.00
Foreman	-	$114.98	$0.00
Plumber	-	$108.50	$0.00
Operator	-	$113.90	$0.00
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
LABOR SUBTOTALS			$0.00

MATERIAL				
Description	QTY	Unit Price		Total
Material (See Detail)	-	$	-	$0.00
	-	$	-	$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Sub Total				$0.00
Sales Tax		9.50%		$0.00
MATERIAL SUBTOTALS				$0.00

EQUIPMENT	Unit	Rate	Total
General Foreman Truck	-	$58.50	$0.00
Foreman Truck- Plumbing	-	$58.50	$0.00
Foreman Truck- Site Utility	-	$65.00	$0.00
excavator	-	$135.52	$0.00
loader	-	$169.46	$0.00
backhoe	-	$73.88	$0.00
skid steer	-	$45.00	$0.00
			$0.00
EQUIPMENT SUBTOTAL			$0.00

SUBCONTRACTOR	Total
Peterson Grading and Paving	$11,600.00
	$0.00
	$0.00
SUBCONTRACTOR SUBTOTAL	$11,600.00

COMMENTS		OH&P	Summary	Total
			LABOR SUBTOTAL	$0.00
			MATERIAL SUBTOTAL	$0.00
			EQUIPMENT SUBTOTAL	$0.00
			SUBCONTRACTOR SUBTOTAL	$11,600.00
			COST SUBTOTAL	$11,600.00
		10%	LABOR OH&P	$0.00
		10%	MATERIAL OH&P	$0.00
		10%	EQUIP OH&P	$0.00
		5%	SUB OH&P	$580.00
			COST W/MARKUP SUBTOTAL	$12,180.00
		2.5%	**Bonds & Ins.**	$304.50
Additional Days to Contract	0	$ 616.44	**Daily OH Rate**	$0.00
Contract Extension:	NO		**QUOTED PRICE**	$12,484.50

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

PETERSON
Grading & Paving, Inc.
LICENSE#782357 DIR# 100011559 | CERTIFIED SMALL BUSINESS
515 W. CULLY DR. ORANGE, CA. 92865 | PH: 714.279.3995 FAX: 714.279.3925

Change Order

To: PRO-CRAFT CONSTRUCTION, INC	**Project: COR #5 – Magnolia Science Academy – Additional Mobilization to Complete Asphalt Repairs**
500 Iowa St	**7111 Winnetka Ave**
Redlands, CA 92373	**Winnetka, CA**
Office: (909) 790-5222	
Attn: JOEY GLADISH	**Email:** jgladish@procraftci.com

COR #5 – Magnolia Science Academy – Additional Mobilization to Complete Asphalt Repairs

ASPHALT PAVING

Additional Mobilization to Repair Asphalt

1. **Complete asphalt repairs at various locations throughout the site due to asphalt areas not ready or blocked.**

TOTAL $ 11,600.00

GRAND TOTAL $11,600.00

THIS CONTRACT IS PRICED ON M-F DAYTIME HOURS

PETERSON GRADING & PAVING, INC
By: Jake Straub, Project Manager

TERMS : due and payable upon completion

CONDITIONS: (Unless Noted Above)
****Price includes all labor, materials, equipment, tools, and supervision to complete the specified work****

1. **All work bid as Prevailing Wage.**
2. Fuel and material cost are unstable; price will be honored 60 days.
3. Proposal is based on unsigned plans and the right is reserved upon review of approved and/or changed plans and specifications to adjust the price quoted, based on changes in the character or nature of the work.
4. Safety measures per OSHA regulations.
5. This bid/proposal and all its terms and conditions shall become a binding part and added to any subcontract, purchase order, or other agreement and labeled “EXHIBIT A”.
6. Price is based on move-ins specified above. Added move-ins will be charged at $22,000.00 each.
7. Insurance Limits: A. $1 MILL each occurrence & 2 MILL Gen. Agg. B. $1 MILL Auto & 1 MILL W Comp.
8. Peterson Grading & Paving Inc. Proposal is based on being awarded the entire lump sum of our proposal. If items are deleted or not awarded we reserve the right to adjust our bid proposal based on those conditions.
9. NOTE:

In submitting this proposal, Peterson Grading & Paving Inc. shall not be bound to accept or perform the proposed work until terms of a contract/subcontract are fully agreed to by both parties in writing and the contract/subcontract is fully executed.

PETERSON
Grading & Paving, Inc.
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515 W. CULLY DR. ORANGE, CA. 92865 | PH: 714.279.3995 FAX: 714.279.3925

Change Order

GENERAL CONDITIONS

The former represents our pricing for discussion and bidding purposes only. It is not an agreement, or an offer to enter into an agreement. Neither party is obligated in any way to the other until a formal agreement is signed by an authorized officer or representative of each company.
Price quote is valid for 30 days and can only be secured with a signed contract or purchase order.
(1) MOVE(S) - Additional mobilizations and production loss to be negotiated as it occurs.
Price is subject to change upon receipt of approved plans and specification.
Price is based on plans and specifications.
Price is firm for all work performed up to **10/31/26.** Price is subject to **increase** for all work performed after **10/31/26.**

- **DIR # 1000011559**

EXCLUSIONS: (Unless Noted Above)

1. Subgrade to be minimum +/-0.10' (to Balance) or to required percentage by others. Subgrade preparation, scarification, fine grading or compaction.
2. Engineering, staking, surveying, testing or inspections & engineered traffic control plan.
3. Permits, bonds, and/or fees of any kind
4. Soil testing, compaction tests and inspection fees
5. Plans, Design and/or engineering of shoring/bracing and/or sewer bypassing
6. Wall, dock drains, trench drains, grease interceptors, oil/sand separators or lint traps.
7. Dewatering, pumping, or ground water of any kind.
8. Drying, mixing, or aeration of wet soils, and stabilization of wet trenches.
9. Water, water meters or flood testing.
10. Removal & replacement of unsuitable, hazardous, or contaminated materials.
11. Removal or obstruction of buried and unforeseen obstructions.
12. Traffic Control Plans, design, engineering, installation, k-rail, maintenance, or flagman
13. Protection of manholes, catch basins, water valves, hydrants, or cleanouts.
14. Asphalt patching around water valves, cleanouts, sewer or storm drain manholes.
15. Installation of gas, communication, electrical, landscaping trenches or conduit work.
16. Potholing, relocating, locating, jumping, capping or abandoning of buried utilities, lines, wires, or pipes (horizontal or vertical) not on plans will be the responsibility of the Owner/General.
17. Exporting, relocating, stockpiling. Excess trench spoil material will be left on site along trench.
18. SWPPP, wash out bins, street sweeping, track out equipment, installation, replacing, or maintaining of such, covering or surrounding piles with visqueen, sandbags, or waddles.
19. Concrete or asphalt replacement.
20. Fire Risers to be installed prior to foundations and slabs. (Fire Risers by Others)
21. Coring of concrete for installation of signposts.
22. Off-site work, temporary striping, cat tracking thermoplastic striping.
23. Header board.
24. Reflective cracking.
25. Cleaning of pavement other than with power blowers.
26. Backfill to be native soils without screening / Dust control during non-working hours.
27. Phasing, backing out portions of work / utilities installed before building construction.
28. Demolition, saw-cutting, removals, cold planning, import/export of fill materials.
29. Cost of disposal of materials if "Paving Fabric" is found under existing pavement.
30. Removal of excess soil below ___".
31. Adjusting of valves, manholes or utilities and patching for same.
32. Trench patching or patching for other trades.
33. Rock base under concrete and concrete work.
34. Grass and or vegetation growing through asphalt.
35. Prime coat, fog seal, seal coat, striping, wheel stops, fire department striping, black out existing striping and crack fill.

PETERSON
Grading & Paving, Inc.
LICENSE#782357 DIR# 100011559 | CERTIFIED SMALL BUSINESS
515 W. CULLY DR. ORANGE, CA. 92865 | PH: 714.279.3995 FAX: 714.279.3925

Change Order

36. Truncated Domes, Steel Bollards.
37. Not responsible for damage to newly placed seal coat caused by power steering, tire scuffing or irrigation run-off.
38. Sealcoat being tracked onto concrete by vehicles and pedestrians.
39. Sealcoat not adhering to oily pavement.
40. Permits, bonds, prevailing wage rates and fees.
41. Traffic control.
42. Price excludes nighttime, weekend or holiday work unless otherwise noted.
43. Project Labor Agreements.

Payment due upon completion and acceptance; however, should more than 30 consecutive calendar days be required to complete the above items, owner will make progressive payments upon the receipt of invoice(s) covering work completed to date of invoice. This proposal with terms and conditions as provided above when signed in the space indicated becomes a firm and binding contract.
TERMS: 100% DUE UPON PRESENTATION OF INVOICE. In the event payment is not received within 30 days of completion of work, interest will accrue from the date of completion until paid at a rate of 8%. ATTORNEY FEES: In the event Peterson Grading & Paving, Inc. is required to retain the services of an attorney to enforce any of the terms of this Proposal & Contract and/or to seek payment due to Peterson Grading & Paving, Inc., Client will be responsible for payment of all such legal fees and costs, whether or not a lawsuit, arbitration, or mediation occurs.
INSURANCE: In the event that a waiver of subrogation is required by contract an additional fee will apply. Not inclusive in bid.
NOTE: This proposal may be withdrawn by Peterson Grading & Paving if not accepted within 30 days.
WARRANTY: The persons signing this Proposal and Contract represent and warrant that they have authority to bind the parties on whose behalf they are signing.

Accepted: _____ **Approved:** **Jake Straub**

Title: _____ **Title:** **Project Manager**

Date: _____ **Date:** **October 20, 2026**

Proposed Change Order

24262. - Magnolia Science Academy 5
DATE: 10/08/2026
PCO#: 0056
www.procraftci.com

To:	James Villanueva Gateway Science & Engineering 300 North Lake Ave, 12th Floor Pasadena, CA. 91101	**From:**	Joey Gladish Pro-Craft Construction, Inc. 500 Iowa Street Redlands, CA 92373
Phone:	626-696-1600	**Phone:**	909-790-5222
Email:	jvillanueva@gateway-sci-eng.com	**Email:**	jgladish@procraftci.com

Description of Change: Costs to chlorinate the DW within the Silvercreek bulding

Costs to chlorinate the DW within the Silvercreek building due to them excluding it. This cost covers one move on to chlorinate building. One move on within 24 hours to flush and pull samples. Samples to be delivered by Pro-craft to lab for analysis.
-CM to cooridinate with inspector for any witnessing needed and noify Pro-Craft of inspection requests needed 72 hours before work is to be performed.
- CM and Silvercreek to cooridnate to make sure all valves are open status and fixtures are 100% operational prior to work being performed.
-Enitre building and all fixtures will need to be properly flushed and in working order prior to work being performed.
-Silvercreek will provide an indivual to walk building and layout locations to all fixtures within the building.Coordinated with crew performing the work.
-

Exclusions: Contract exclusions apply.
-any re-chlorination or re-sampling due to building contanmation.
-any re-chlorination or re-sampling due to city requirements or NNCs.
-off hour work, ovetime or weekend work
-additional move ons
-damage to fixtures or surrounding areas
-disconnection or reconnection of any fixtures
-blockages or damages to any plumbing system within building.
-any delays associated with this extra work
-not responsible for any isolation valves not operational or not in the open status when work is to be performed
-not responsible for any fixtures not 100% operatable
-not responsible for any fixtures missed due to someone from Silvercreek not walking Pro-craft through building to reflect locations.
-

Proposed Change Order Amount **$11,190.65**

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.

Proposed Change Order

24262. - Magnolia Science Academy 5
DATE: 10/08/2026
PCO#: 0056
www.procraftci.com

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 **11/09/2026** 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

PRO-CRAFT

TO: Gateway/Magnolia
ATTN: Ilya Veyts
DATE: 10/8/2026
CO# 56
RELATED DOC: Chlorination of building

LABOR	Hours	Rate	Total
General Foreman			$0.00
Foreman-	24.00	$114.98	$2,759.52
Plumber-	32.00	$108.50	$3,472.00
Operator	-	$113.90	$0.00
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
Sample Delivery	4.00	$150.00	$600.00
LABOR SUBTOTALS			$6,831.52

MATERIAL				
Description	QTY	Unit Price		Total
Material (See Detail)	1.00	$	30.75	$30.75
	-	$	-	$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Sub Total				$30.75
Sales Tax			9.50%	$2.92
MATERIAL SUBTOTALS				$33.67

EQUIPMENT	Unit	Rate	Total
General Foreman Truck	-	$58.50	$0.00
Foreman Truck- Plumbing	-	$58.50	$0.00
Foreman Truck- Site Utility-	24.00	$65.00	$1,560.00
excavator	-	$135.52	$0.00
loader	-	$169.46	$0.00
dump truck	-	$84.44	$0.00
skid steer	-	$45.00	$0.00
mini ex	-	$53.81	$0.00
EQUIPMENT SUBTOTAL			$1,560.00

SUBCONTRACTOR	Total
Lab sampling	$1,500.00
	$0.00
	$0.00
SUBCONTRACTOR SUBTOTAL	$1,500.00

COMMENTS		OH&P	Summary	Total
			LABOR SUBTOTAL	$6,831.52
			MATERIAL SUBTOTAL	$33.67
			EQUIPMENT SUBTOTAL	$1,560.00
			SUBCONTRACTOR SUBTOTAL	$1,500.00
			COST SUBTOTAL	$9,925.19
		10%	LABOR OH&P	$683.15
		10%	MATERIAL OH&P	$3.37
		10%	EQUIP OH&P	$156.00
		10%	SUB OH&P	$150.00
			COST W/MARKUP SUBTOTAL	$10,917.71
		2.5%	**Bonds & Ins.**	$272.94
Additional Days to Contract	0	$ 616.44	**Daily OH Rate**	$0.00
Contract Extension:	NO		**QUOTED PRICE**	$11,190.65

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

Company: Pro-Craft Construction, Inc.
JobName: 24262-56
Run Date: 10/8/2026 7:15
Sort Key: By Area/System ☐ Subtotals

Area/System	Qty	Size	Description		Net Total
building/dw	3	<None>	CHLORINE chlorine	$	30.75
				$	**30.75**

Exhibit B:

Del Amo Construction Change Order & GSE Analysis

GATEWAY SCIENCE AND ENGINEERING, INC.

Gateway Science and Engineering, Inc.
300 North Lake Avenue, 12th Floor
Pasadena, California 91101
P: (626) 696-1600 | F: (626) 696-1630
http://www.gateway-sci-eng.com
info@gateway-sci-eng.com

November 2, 2026

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 – Increment #2, Del Amo Construction
Prime Contract Change Order 036

Dear Mr. Ontiveros,

Our team is in receipt of Del Amo's proposed Change Order regarding the following:

- Repair Damaged Storm Drain
- Termination Bar at LID Planter
- MPR Substitutions
- Chain Link gate at Basketball Court
- Hauling of Spoils
- Switchgear and Transformer Grounding
- Building Address Numbers
- LID Planter Plaster
- Breakers for Pumps
- WAP install/cable runs on solar panel
- Site Power Wash
- Parking lot ADA Ramp Handrails
- NE Sidewalk Guard/Handrail and Sidewalk
- Concrete at NE corner

We have reviewed and analyzed all above-referenced Change Orders for conformance to Contract Documents and reasonableness of labor time and material costs.

Background and Scope of Work

Repair Damaged Storm Drain – Repair of storm drain in courtyard that was damaged by DSA-required over excavation. Additional over excavation was required by a CCD approved by DSA after storm drain installation had begun.

Termination Bar at LID Planter – Termination bar installation at LID Planter gap per RFI 147.

MPR Substitutions – Owner requested substitution for a multi panel wall display in lieu of a ceiling mounted projector and screen.

Chain Link gate at Basketball Court – Addition of chain link gate to basketball court per RFI 107.

Hauling of Spoils – Hauling of spoils after courtyard storm drain repair and stairs backfill

GATEWAY SCIENCE AND ENGINEERING, INC.

Gateway Science and Engineering, Inc.
300 North Lake Avenue, 12th Floor
Pasadena, California 91101
P: (626) 696-1600 | F: (626) 696-1630
http://www.gateway-sci-eng.com
info@gateway-sci-eng.com

Switchgear and Transformer Grounding – Additional grounding required by LADWP drawings that were not approved at the time of Del Amo's bid submission.

Building Address Numbers – Los Angeles Fire Department-required address numbers for the front of the school.

LID Planter Plaster – Plaster installation for LID planter gap.

Breakers for Pumps – Breakers required for sump pumps. Silver Creek was to provide the breakers but they were not provided in a timely manner and therefore Del Amo was requested to provide and install in order to prevent delays.

WAP install/cable runs on solar panel – Owner e-rate contractor requested Del Amo subcontractor install Wireless Access Points on solar panels. Groundbreaker cable was utilized in lieu of DLR-specified outdoor fiber enclosure due to cost savings.

Site Power Wash – Power washing of concrete and asphalt

Parking lot ADA Ramp Handrails – Addition of handrails per RFI 86. Issue originates from inconsistencies in pullbox elevations provided by DLR and installed during Increment 1.

NE Sidewalk Guard/Handrail and Sidewalk – Addition of guardrails, handrails and sidewalk rework per RFI 162.2. Issue originates from inconsistencies in pullbox elevations provided by DLR and installed during Increment 1.

Concrete at NE corner – Landscaping was originally specified for the NE corner of MSA 5. However, no irrigation was designed for that area nor was any planting detailed on the landscape drawings. As a result, concrete fill was recommended for the area per RFI 175.

Analysis and Cost

The proposed cost of this Change Order is: **$219,794.47** which breaks down as follows:

Repair Damaged Storm Drain	$88,360.48
Termination Bar at LID Planter	$9,198.64
MPR Substitutions	$12,193.29
Chain Link gate at Basketball Court	$7,214.52
Hauling of Spoils	$5,108.11
Switchgear and Transformer Grounding	$23,540.51
Building Address Numbers	$1,839.51
LID Planter Plaster	$4,243.65
Breakers for Pumps	$2,558.45
WAP install/cable runs on solar panel	$2,392.43
Site Power Wash	$10,420.38
Parking lot ADA Ramp Handrails	$8,786.91
NE Sidewalk Guard/Handrail and Sidewalk	$38,782.69
Concrete at NE corner	$5,154.90

We have reviewed Del Amo's proposed Change Order and find it fair and reasonable.

Gateway Science and Engineering, Inc.
300 North Lake Avenue, 12th Floor
Pasadena, California 91101
P: (626) 696-1600 | F: (626) 696-1630
http://www.gateway-sci-eng.com
info@gateway-sci-eng.com

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

Best regards,

Ilya Veyts
Project Manager
Gateway Science & Engineering, Inc.

GATEWAY SCIENCE AND ENGINEERING, INC.

PCCO #036

Gateway Science and Engineering, Inc.
300 north lake ave,12th floor
pasadena, California 91101
Phone: +16266961600

Project: 03-124719 - Magnolia Science Academy 5 - Inc 2
7111 Winnetka Ave
Winnetka, California 91306

Prime Contract Change Order #036: CE #156, 158 - 162, 164 - 167, 169 - 172

TO:	**Magnolia Public Schools**	**FROM:**	**Del Amo Construction**
DATE CREATED:	11/02/2026	**CREATED BY:**	James Villanueva **(Gateway Science and Engineering, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	No Change Reason
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	2:Del Amo Construction Contract
		TOTAL AMOUNT:	$219,794.47

DESCRIPTION:

CE #169 - DAC - Power Wash
Power Wash Sidewalks/Hardscape, Parking Areas & Stairwells

CE #170 - DAC - Parking Lot ADA Ramp Handrails
Parking Lot ADA Ramp Handrails per RFI 86

CE #172 - DAC - NE Hardscape
NE Hardscape in Lieu of Landscape Area per RFI 175

CE #158 - DAC - Termination bar at LID planter
Termination bar at LID planter gap per RFI 147

CE #156 - DAC - Damage of SD During Over Ex
Damage of storm drain during over ex as required by Increment 1 CCD

CE #171 - DAC - NE Sidewalk Rails and Sidewalk Rework
NE Sidewalk Guardrail-Handrail at Pull Box and Sidewalk Rework per RFI 162.2

CE #167 - DAC - WAP Wiring and Install
Wiring and installation of WAPs on solar canopy

CE #166 - DAC - Procure and Install (2) Breakers
Procure and Install (2) 40A Breakers for sump pumps

CE #159 - DAC - MPR Substitutions
MPR substitution to wall display per MPS request

CE #160 - DAC - Added double gate south of Basketball court
RFI #107 - Added double gate south of Basketball court

CE #161 - DAC - Off Haul Spoils
Off haul spoils from refreshing the courtyard

GATEWAY SCIENCE AND ENGINEERING, INC.

PCCO #036

CE #162 - DAC - Switchgear and Transformer Grounding
Grounding for the transformer, switchgear, and LADWP vault per LADWP drawings

CE #164 - DAC - Building Address
Addition of building address per RFI 170 and Fire Department direction

CE #165 - DAC - LID Planter Extension - Plaster
LID Planter Extension, plaster component

ATTACHMENTS:
PCO 36.1 - Damage of UG Courtyard work during rev OX.pdf, PCO 55 - CE #90079 - RFI #147 - Termination bar at LID planter.pdf, PCO 65.1 - MPR Substitutions.pdf, PCO 66- RFI 107 - Added double gate south of Basketball court.pdf, PCO 68 - Off haul spoils from Refreshing the courtyard.pdf, PCO 69 - CE #90087 - SwchGear & XFMR Grounding T&M.pdf, PCO 71 - CE #90104 - RFI #170 Building Address Numbers Signage.pdf, PCO 72 - #130.5 LID Planter Extension Wall - Plaster Component.pdf, PCO 73 - CE #90105 - Safeway COR 36 - Procure and Install (2) 40A Breakers.pdf, PCO 74 - CE #90055 - Added WAPs for Solar.pdf, PCO 76 - CE #90107 - Power Wash Sidewalks-Hardscape, Parking Areas & Stairwells.pdf, PCO 77 - CE #90103 - RFI #086 Parking Lot ADA Ramp Handrails.pdf, PCO 78 - RFI #162.2 NE Sidewalk Guardrail-Handrail and Sidewalk Rework.pdf, PCO 79 - CE #90110 - SWC COR RFI 175 - NE Hardscape in Lieu of Landscape Area.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		CE #172 - NE Hardscape in Lieu of Landscape Area	$5,154.90
2		CE #171 - NE Sidewalk Guardrail- Handrail at Pull Box and Sidewalk Rework	$38,782.69
3		CE #170 - Parking Lot ADA Ramp Handrails	$8,786.91
4		CE #169 - Power Wash Sidewalks/Hardscape, Parking Areas & Stairwells	$10,420.38
5		CE #167 - Added WAPs for Solar	$2,392.43
6		CE #166 - Procure and Install (2) 40A Breakers	$2,558.45
7		CE #165 - LID Planter Extension Wall Shot Pin Requirement Clarification	$4,243.65
8		CE #164 - Building Address Numbers Signage Clarification	$1,839.51
9		CE #162 - SwchGear & XFMR Grounding	$23,540.51
10		CE #161 - Off haul spoils from Refreshing the courtyard	$5,108.11
11		CE #160 - Added double gate south of Basketball court	$7,214.52
12		CE #159 - MPR Substitutions	$12,193.29
13		CE #158 - Termination Bar at LID Planter	$9,198.64
14		CE #156 - Courtyard SD Damage	$88,360.48
		Grand Total:	**$219,794.47**

The original (Contract Sum)	$7,408,717.00
Net change by previously authorized Change Orders	$744,216.58
The contract sum prior to this Change Order was	$8,152,933.58
The contract sum would be changed by this Change Order in the amount of	$219,794.47
The new contract sum including this Change Order will be	$8,372,728.05
The contract time will not be changed by this Change Order.	

Ruben Markarian (DLR Group) | **Magnolia Public Schools** | **Del Amo Construction**

SIGNATURE **DATE** | **SIGNATURE** **DATE** | **SIGNATURE** **DATE**

Prime - PCO #036

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 36 - Damage of UG Courtyard work during rev OX

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	036 / 1	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	6/18 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	#007 - PCCO 007 - September 2026
REFERENCE:		**CHANGE REASON:**	Client Request
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	Anticipated
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90030 - Damage of Kana's work by Silvercreek subtier - TBD

KANA COs 17,18 and 19 - 12 DAYS
Brightview CO 10 - 2 DAYS
SURVEY - 1 Mob

ATTACHMENTS:

#	Cost Code	Description	Amount
1	02-2100-00 - Survey/Staking	Sawayana - Added survey of SD	$ 4,288.00
2	33-1000-00 - Site Utilities (Wet)	Kana COR 17	$ 42,441.00
3	33-1000-00 - Site Utilities (Wet)	Kana COR 18	$ 23,456.00
4	33-1000-00 - Site Utilities (Wet)	Kana COR 19	$ 3,096.00
5	32-9000-00 - Planting & Irrigation	Brightview COR 10	$ 9,819.00
		Subtotal:	$83,100.00
		Overhead: 1.50%	$ 1,246.50
		Fee: 2.50%	$ 2,108.66
		Insurance: 1.00%	$ 864.55
		GRT: 0.19%	$ 165.91
		Bonds: 1.00%	$ 874.86
		Grand Total:	**$88,360.48**

Prime - PCO #036

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

Change Order Request 17

License: 1085445
Kana Development Group, Inc.
12620 Magnolia Ave.
Riverside CA 92503

P2520 - Magnolia Science Academy #5 KPI

Date Submitted: 8/4/2026
Requested By: JESSICA OSTRANDER

TO: KANA PIPELINE INC.
12620 Magnolia Ave.
Riverside, CA 92503

Project: P2520
Magnolia Science Academy #5 KPI
7111 Winnetka Avenue
Winnetka, CA 91306

Project will be delayed by: Days

Please issue a change order for the following work beyond the scope of Kana Development Group's contract for this project.

Order#	*Date*	*PC*	*EWO*	*Description*	*Requested Amount*
17	8/3/2026		535	EWO -- EWO 535 Day 1 Fixing SD lines at courtyard damaged by others	18,789.00
17	8/4/2026		536	EWO - Day 2 -- EWO 536 Day 2 Fixing SD lines at courtyard damaged by others	5,192.00
17	8/6/2026		537	EWO - Day 3 -- EWO 537 Day 3 Fixing SD lines at courtyard damaged by others	5,192.00
17	8/7/2026		538	EWO - Day 4 -- EWO 538 Day 4 Fixing SD lines at courtyard damaged by others	2,884.00
17	8/10/2026		539	EWO - Day 5 -- EWO 539 Day 5 Fixing SD lines at courtyard damaged by others	5,192.00
17	8/11/2026		544	EWO - Day 6 -- EWO 544 Day 6 Fixing SD lines at courtyard damaged by others	5,192.00
				Total	**42,441.00**

Kana Development Group

Signed: _____

Kana Development Group

Extra Work Order # 535

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard south east SD lines	Date Work Performed:	8/3/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by _____ to perform the extra work as follows:

Today we start mobilizing equipment, material delivery, while waiting for survey to dig and replace sd lines damaged by others at courtyard

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	9					$1,131.75
Felix Alberto	$102.66	9					$923.94
Rivera Victor	$108.22	9					$973.98
						Subtotal =	$3,029.67

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	9		$37.00		$333.00
Crew Truck	1	9		$58.00		$522.00
Skid Steer Cat	1	9		$70.00		$630.00
					Subtotal =	$1,485.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
3/4 Rck	1	$700.45		$700.45
Invoice 1287153	1	$11,123.36		$11,123.36
			Subtotal =	$11,823.81

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	16,338.48
15%	**Overhead & Profit =**	$	2,450.77
	Earned Total =	$	18,789.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**18,789.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #15

Name	535 Day 1 digging to fix SD lines damaged by others at courtyard areas
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-03-2026
Description of Work	Today we start mobilizing equipment, material delivery, while waiting for survey to dig and replace sd lines damaged by others at courtyard
EWO #	535
Location	Courtyard south east SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Victor Rivera	1899	Pipelayer	9.0 hrs.		
Jose J Linares	2020	Superintendent	9.0 hrs.		
Alberto Felix	2110	Laborer	9.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	9.0 hrs.	1	
Excavator 8K	9.0 hrs.	1	24” bucket 18” bucket CW
Skid Steer Bobcat 770	9.0 hrs.	1	Forks

Material

Description	Quantity	Units of Measurement	PO #
3/4 rock	12.0	TON	
Material from western water	1.0	EA	5747 DC

Subcontractor

Company	Description of work to be performed

Attachments










Internal Approval

Kana Company Superintendent Signature

Signed by Jose J Linares - KDG
on August 03, 2026 08:54 AM from Jose J Linares's device

Customer Approval

Client Signature

Signed by Daniel Young
on August 03, 2026 02:23 PM from Jose J Linares's device



Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

WESTERN WATER WORKS
SUPPLY COMPANY
5831 PINE AV CHINO HILLS, CA - 91709
PHONE: (909)597-7000 | FAX: (909)597-7050

INVOICE

INVOICE #
1287153-00
PO #
5747DC P2520

QUOTE #	PO DATE	INVOICE DT	PAGE #
102645	07/20/26	08/04/26	1 of 2

AUG 0 4 2026

CUST #: 100969

BILL TO
KANA DEVELOPMENT GROUP
12620 MAGNOLIA AV
RIVERSIDE, CA 93065

SHIP TO
RDG "MAGNOLIA ACADEMY" #2546
7111 WINNETKA AVE
WINNETKA, CA 91306

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	SANTA FE SPRINGS	OUR TRUCK	08/04/26	NET 30 DAYS

CONTACT	Jose Linares
MOBILE PHONE	(951)441-4913

LN	PRODUCT DESCRIPTION	QTY ORDERED	QTY BACKORDER	QTY SHIPPED	UNIT	PRICE	NET AMOUNT
-	---------- - 8" SCH40 -						
37	SCH40-08 8 SCH40 PVC PIPE BE	80	0	80	FT	7.42	593.60
39	307-0086# 8x6 IPS WYE EXHXH	9	0	9	EA	149.26	1343.34
-	---------- - 8" SCH40 -				Group Subtotal		1936.94
-	---------- - 6" SCH40 -						
42	321-0006 6 SCH40 DWV 45 HXH	21	0	21	EA	51.27	1076.67
-	---------- - 6" SCH40 -				Group Subtotal		1076.67
-	---------- - 6" FRENCH DRAIN -						
38	SCH40P-06 6 SCH40 CELL CORE DWV IPS PVC PERF PIPE BE	160	0	160	FT	5.68	908.80
40	311-0006# 6 IPS CAP H	14	0	14	EA	32.22	451.08
-	---------- - 6" FRENCH DRAIN -				Group Subtotal		1359.88
-	---------- - CLEANOUTS -						
34	307-0066 6X6 SCH40 DWV WYE HXHXH	29	0	29	EA	86.72	2514.88
36	SCH40-06 6 SCH40 PVC PIPE BE	320	0	320	FT	4.90	1568.00
-	---------- - CLEANOUTS -				Group Subtotal		4082.88
41	323-0006 6 SCH40 DWV 90 HXH	19	0	19	EA	67.00	1273.00

Cash Discount 0.00 If Paid By 08/04/26

Smooth Running Jobs

WESTERN WATER WORKS
SUPPLY COMPANY
5831 PINE AV CHINO HILLS, CA - 91709
PHONE: (909)597-7000 | FAX: (909)597-7050

INVOICE

INVOICE #
1287153-00
PO #
5747DC P2520

QUOTE #	PO DATE	INVOICE DT	PAGE #
102645	07/20/26	08/04/26	2 of 2

CUST #: 100969

BILL TO
KANA DEVELOPMENT GROUP
12620 MAGNOLIA AV
RIVERSIDE, CA 93065

SHIP TO
KDG "MAGNOLIA ACADEMY" #2546
7111 WINNETKA AVE
WINNETKA, CA 91306

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	SANTA FE SPRINGS	OUR TRUCK	08/04/26	NET 30 DAYS

CONTACT	Jose Linares
MOBILE PHONE	(951)441-4913

LN	PRODUCT DESCRIPTION	QTY ORDERED	QTY BACKORDER	QTY SHIPPED	UNIT	PRICE	NET AMOUNT
43	323-0008# 8 IPS 90 HXH	1	0	1	EA	140.20	140.20
44	305-0008# 8 IPS REPAIR COUPLING G	1	0	1	EA	63.60	63.60
45	305-0006# 6 IPS COUPLING HXH	4	0	4	EA	33.40	133.60
47	437-528# 6"x2" PVC SCH40 RED. BUSHING SPxSOC WHITE XIR	3	0	3	EA	22.80	68.40

12 Lines Total Qty Shipped Total 661

Total	10135.17
Taxes	988.19
Invoice Total	11123.36

Cash Discount 0.00 If Paid By 08/04/26

Smooth Running Jobs

Invoice #1003993

PO BOX 368, BELLFLOWER, CA 90707
Tel: (562) 577-9060

Date:	08/03/2026
Invoice Number:	1003993
Account Number:	KDG
Job #:	689-7
Job Description:	KDG MAGNOLIA SCIENCE GROUP
To:	KDG WINNETKA 7111 Winnetka Avenue Los Angeles, CA
Fuel Surcharge:	**10.00%**

Bill To

Name:	KDG KANA DEVELOPMENT GROUP
Address:	12620 MAGNOLIA AVE RIVERSIDE, CA 92503
Email:	invoices@kanadg.com
Phone:	(909) 204-5970

Project Info

PO Number:	5793DC
Customer Job #:	2520
Total Loads:	1
Number of Orders:	1
Commodity:	3/4 CRUSHED
Equipment:	TR - TRANSFER
Terms:	Net 30

Date	Order #	Ticket #	Truck #	Description Wt/Qty	Units	Rate	FS	Amount	Tax
08/03/2026	7805	183505	AAV	3/4 CRUSHED 12.50	Tons	$17.00	-	$212.50	Y
				Freight 25.00	Tons	$16.99	$42.47	$424.75	-

Memo: "*101089*"

			Fuel Surcharge Subtotal	**$42.48**
			Material Subtotal	**$212.50**
			Hauling Subtotal	**$424.75**
			Taxable Subtotal	**$212.50**
			Subtotal	**$679.73**
LOS ANGELES Taxes	**$212.50**	**@**	**9.750%**	**$20.72**
			Total Taxes	**$20.72**
			Total Tons	**12.50**
			Total Amount	**$700.45**

Thank you for choosing Ver Steeg Trucking Inc. We appreciate your business.

Ver Steeg Trucking, Inc.
P.O. Box 360 • Bellflower, CA 90707
Office: (562) 866-1975 • Fax: (562) 866-1043 • Dispatch: (562) 577-9060
www.versteegtrucking.com

TICKET # 183505

Date: 8-3-26 Job# 2500

Sold To: KDG PO# 573DC

Job Address: 2111 Winnetka ave

Driver: AAV Express City: Winnetka

COMMODITY TRANSP.	PLANT TICKET #	TONS
3/4 crushed rock	101084	12.5
DELAY TIME ON JOB		
ARRIVE	DEPART	TOTAL TIME

Delay Time Verified:

COMMENTS:

TOTAL LOADS	
TOTAL TONS	

NOTICE:
All deliveries subject to our general terms and conditions of sale. 1 1/2 percent per month on all accounts over 30 days.

It is agreed between Buyer and Seller that sale of all non-returnable Aggregate Materials which have been manufactured to Purchaser's order is consummated and title passed to Purchaser at time of loading at Plant site.

These charges include (1) fees to pay for regulation of transportation companies by the California Public Utilities Commission and (2) taxes paid to California cities instead of excise or business license taxes they could otherwise impose.

We make deliveries inside the curb line and on the lot at Customer's risk only and accept no responsibility whatsoever for damages resulting from such deliveries.

NET TERMS: Net 30. In case it is found necessary to take legal action debtor agrees to pay all reasonable court costs, legal fees, and any collection fees incurred by Ver Steeg Trucking, Inc.

AUTHORIZED JOB SIGNATURE

Kana Development Group

Extra Work Order # 536

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard SD lines	Date Work Performed:	8/4/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by Daniel Young to perform the extra work as follows:

536 Day 2 digging and fix SD lines damaged y others
by others at courtyard

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	9					$1,131.75
Felix Alberto	$102.66	9					$923.94
Rivera Victor	$108.22	9					$973.98
						Subtotal =	$3,029.67

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	9		$37.00		$333.00
Crew Truck	1	9		$58.00		$522.00
Skid Steer Cat	1	9		$70.00		$630.00
					Subtotal =	$1,485.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	4,514.67
15%	**Overhead & Profit =**	$	677.20
	Earned Total =	$	5,192.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**5,192.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #16

Name	536 Day 2 digging and fix SD lines damaged y others
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-04-2026
Description of Work	Continue digging and fixing SD lines damaged by others at courtyard area
EWO #	536
Location	Courtyard SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Victor Rivera	1899	Pipelayer	9.0 hrs.		
Jose J Linares	2020	Superintendent	9.0 hrs.		
Alberto Felix	2110	Laborer	9.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	9.0 hrs.	1	
Excavator 8K	9.0 hrs.	1	
Skid Steer Bobcat 770	9.0 hrs.	1	Forks

Material

Description	Quantity	Units of Measurement	PO #

Subcontractor

Company	Description of work to be performed

Attachments










Internal Approval

Kana Company Superintendent Signature

Signed by Jose J Linares - KDG
on August 04, 2026 09:53 AM from Jose J Linares's device

Customer Approval

Client Signature

Signed by Daniel Young
on August 04, 2026 02:03 PM from Jose J Linares's device



Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Kana Development Group

Extra Work Order # 537

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard SD lines	Date Work Performed:	8/6/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by Daniel Young to perform the extra work as follows:

Day 3 digging to fix SD lines damaged by others at courtyard area, there's some equipment in our way , this area is thight and we can't be more productive because of the equipment in our way and more subcontractors working in the area at the same time

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	9					$1,131.75
Felix Alberto	$102.66	9					$923.94
Rivera Victor	$108.22	9					$973.98
						Subtotal =	$3,029.67

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	9		$37.00		$333.00
Crew Truck	1	9		$58.00		$522.00
Skid Steer Cat	1	9		$70.00		$630.00
					Subtotal =	$1,485.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	4,514.67
15%	**Overhead & Profit =**	$	677.20
	Earned Total =	$	5,192.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**5,192.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #17

Name	537 Day 3 digging to fix SD lines damaged by others
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-06-2026
Description of Work	Day 3 digging to fix SD lines damaged by others at courtyard area, there's some equipment in our way , this area is thight and we can't be more productive because of the equipment in our way and more subcontractors working in the area at the same time
EWO #	537
Location	Courtyard SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
2020	Jose J Linares	Superintendent	9.0 hrs.		
1899	Victor Rivera	Pipelayer	9.0 hrs.		
2110	Alberto Felix	Laborer	9.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	9.0 hrs.	1	
Excavator 8K	9.0 hrs.	1	
Skid Steer Bobcat 770	9.0 hrs.	1	Forks

Material

Description	Quantity	Units of Measurement	PO #

Subcontractor

Company	Description of work to be performed

Attachments







Internal Approval

Kana Company Superintendent Signature

Signed by Jose J Linares - KDG
on August 06, 2026 06:58 AM from Jose J Linares's device

Customer Approval

Client Signature

Signed by Daniel young
on August 06, 2026 01:22 PM from Jose J Linares's device

Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Kana Development Group

Extra Work Order # 538

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard SD lines	Date Work Performed:	8/7/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by Daniel Young to perform the extra work as follows:

Day 4 fixing SD lines damaged by others at courtyard, after inspection at some lines we fix , we start backfilling and compacted

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	5					$628.75
Felix Alberto	$102.66	5					$513.30
Rivera Victor	$108.22	5					$541.10
						Subtotal =	$1,683.15

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	5		$37.00		$185.00
Crew Truck	1	5		$58.00		$290.00
Skid Steer Cat	1	5		$70.00		$350.00
					Subtotal =	$825.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	2,508.15
15%	**Overhead & Profit =**	$	376.22
	Earned Total =	$	2,884.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**2,884.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #18

Name	538 Day 4 fixing SD lines damaged by others at courtyard
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-07-2026
Description of Work	Day 4 fixing SD lines damaged by others at courtyard, after inspection at some lines we fix , we start backfilling and compacted
EWO #	538
Location	Courtyard area SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Jose J Linares	2020	Superintendent	5.0 hrs.		
Victor Rivera	1899	Pipelayer	5.0 hrs.		
Alberto Felix	2110	Laborer	5.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	5.0 hrs.	1	
Excavator 8K	5.0 hrs.	1	
Skid Steer Bobcat 770	5.0 hrs.	1	Forks

Material

Description	Quantity	Units of Measurement	PO #

Subcontractor

Company	Description of work to be performed

Attachments








Internal Approval

Kana Company Superintendent Signature

Signed by Jose J Linares - KDG
on August 07, 2026 09:10 AM from Jose J Linares's device

Customer Approval

Client Signature

Signed by Daniel Young
on August 07, 2026 09:13 AM from Jose J Linares's device

Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Kana Development Group

Extra Work Order # 539

Job Name: Magnolia Science Academy

Kana Job #: P2520

Location: Courtyard SD lines

Date Work Performed: 8/10/2026

Gen Contractor: Del Amo

TIME: 7:00 a.m.

Kana Development Group is hereby-authorized by Daniel Young to perform the extra work as follows:

EWO 539 day 5 digging and fixing SD lines damaged by others at courtyard area, after installation inspector was onsite to inspect pipe and we start backfilling

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	9					$1,131.75
Felix Alberto	$102.66	9					$923.94
Rivera Victor	$108.22	9					$973.98
						Subtotal =	$3,029.67

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	9		$37.00		$333.00
Crew Truck	1	9		$58.00		$522.00
Skid Steer Cat	1	9		$70.00		$630.00
					Subtotal =	$1,485.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	4,514.67
15%	**Overhead & Profit =**	$	677.20
	Earned Total =	$	5,192.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**5,192.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #19

Name	539 Day 5 fixing SD lines damaged by others
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-10-2026
Description of Work	EWO 539 day 5 digging and fixing SD lines damaged by others at courtyard area, after installation inspector was onsite to inspect pipe and we start backfilling
EWO #	539
Location	Courtyard SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Jose J Linares	2020	Superintendent	9.0 hrs.		
Victor Rivera	1899	Pipelayer	9.0 hrs.		
Alberto Felix	2110	Laborer	9.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	9.0 hrs.	1	
Excavator 8K	9.0 hrs.	1	
Skid Steer Bobcat 770	9.0 hrs.	1	Forks

Material

Description	Quantity	Units of Measurement	PO #

Subcontractor

Company	Description of work to be performed

Attachments









Internal Approval

Kana Company Superintendent Signature

Signed by Jose J Linares - KDG
on August 10, 2026 08:41 AM from Jose J Linares's device

Customer Approval

Client Signature

Signed by Daniel Young
on August 10, 2026 02:01 PM from Jose J Linares's device



Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Kana Development Group

Extra Work Order # 544

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard SD lines	Date Work Performed:	8/11/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by Daniel Young to perform the extra work as follows:

Day 6 digging and fixing SD lines damaged by others at courtyard area , the area is tight and we have more subs with equipment working around us , there's a sections that need to be backfill first in order to continue with our work

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	9					$1,131.75
Felix Alberto	$102.66	9					$923.94
Rivera Victor	$108.22	9					$973.98
						Subtotal =	$3,029.67

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	9		$37.00		$333.00
Crew Truck	1	9		$58.00		$522.00
Skid Steer Cat	1	9		$70.00		$630.00
					Subtotal =	$1,485.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	4,514.67
15%	**Overhead & Profit =**	$	677.20
	Earned Total =	$	5,192.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**5,192.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #20

Name	544 Day 6 digging and fixing SD lines damaged
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-11-2026
Description of Work	Day 6 digging and fixing SD lines damaged by others at courtyard area , the area is tight and we have more subs with equipment working around us , there’s a sections that need to be backfill first in order to continue with our work
EWO #	544
Location	Courtyard area SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Jose J Linares	2020	Superintendent	9.0 hrs.		
Victor Rivera	1899	Pipelayer	9.0 hrs.		
Alberto Felix	2110	Laborer	9.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	9.0 hrs.	1	
Excavator 8K	9.0 hrs.	1	
Skid Steer Bobcat 770	9.0 hrs.	1	

Material

Description	Quantity	Units of Measurement	PO #

Subcontractor

Company	Description of work to be performed

Attachments








Internal Approval

Kana Company Superintendent Signature

Signed by Jose J Linares - KDG
on August 11, 2026 09:18 AM from Jose J Linares's device

Customer Approval

Client Signature

Signed by Daniel Young
on August 11, 2026 02:35 PM from Jose J Linares's device

Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Change Order Request 18

License: 1085445
Kana Development Group, Inc.
12620 Magnolia Ave.
Riverside CA 92503

P2520 - Magnolia Science Academy #5 KPI

Date Submitted: 8/17/2026
Requested By: JESSICA OSTRANDER

TO: KANA PIPELINE INC.
12620 Magnolia Ave.
Riverside, CA 92503

Project: P2520
Magnolia Science Academy #5 KPI
7111 Winnetka Avenue
Winnetka, CA 91306

Project will be delayed by: Days

Please issue a change order for the following work beyond the scope of Kana Development Group's contract for this project.

Order#	Date	PC	EWO	Description	Requested Amount
18	8/12/2026		547	EWO -- EWO 547 Day 7 Fixing SD lines at courtyard damaged by others	5,994.00
18	8/13/2026		550	EWO - Day 8 -- EWO 550 Day 8 Fixing SD lines at courtyard damaged by others	4,129.00
18	8/14/2026		554	EWO - Day 9 -- EWO 554 Day 9 Fixing SD lines at courtyard damaged by others	2,309.00
18	8/17/2026		559	EWO - Day 10 -- EWO 559 Day 10 Fixing SD lines at courtyard damaged by others	4,129.00
18	8/18/2026		562	EWO - Day 11 -- EWO 562 Day 11 Fixing SD lines at courtyard damaged by others	4,935.00
18	8/19/2026		563	EWO - Day 12 -- EWO 563 Day 12 Fixing SD lines at courtyard damaged by others	1,960.00

Total **23,456.00**

Kana Development Group

Signed: _____

Kana Development Group

Extra Work Order # 547

Job Name: Magnolia Science Academy

Location: Courtyard south east SD lines

Gen Contractor: Del Amo

Kana Job #: P2520

Date Work Performed: 8/12/2026

TIME: 7:00 a.m.

Kana Development Group is hereby-authorized by _____ to perform the extra work as follows:

At courtyard area we backfill and compacted around some columns in order to continue digging to fix SD lines damaged by others , after backfilling around the columns, we continue digging to fix SD lines

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	9					$1,131.75
Felix Alberto	$102.66	9					$923.94
Rivera Victor	$108.22	9					$973.98
						Subtotal =	$3,029.67

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	9		$37.00		$333.00
Crew Truck	1	9		$58.00		$522.00
Skid Steer Cat	1	9		$70.00		$630.00
				Subtotal =		$1,485.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
3/4 Rck	1	$697.13		$697.13
			Subtotal =	$697.13

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	5,211.80
15%	**Overhead & Profit =**	$	781.77
	Earned Total =	$	5,994.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**5,994.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #21

Name	547 Day 7 fixing SD lines damaged by others
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-12-2026
Description of Work	EWO day 7 At courtyard area we backfill and compacted around some columns in order to continue digging to fix SD lines damaged by others , after backfilling around the columns, we continue digging to fix SD lines We still waiting survey to lay SD lines
EWO #	547
Location	Courtyard area SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Jose Linares	2020	Superintendent	9.0 hrs.		
Victor Rivera	1899	Pipelayer	9.0 hrs.		
Alberto Felix	2110	Laborer	9.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	9.0 hrs.	1	
Excavator 8K	9.0 hrs.	1	
Skid Steer Bobcat 770	9.0 hrs.	1	Forks

Material

Description	Quantity	Units of Measurement	PO #
3/4 rock	10.0	TON	

Subcontractor

Company	Description of work to be performed

Attachments









Internal Approval

Kana Company Superintendent Signature

Signed by Jose J Linares - KDG
on August 12, 2026 01:33 PM from Jose J Linares's device

Customer Approval

Client Signature

Signed by Fernando Villaseñor
on August 12, 2026 02:04 PM from Jose J Linares's device



Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Invoice #1004008

VER STEEG Trucking
www.verSteegtrucking.com
562-577-9060

PO BOX 368, BELLFLOWER, CA 90707
Tel: (562) 577-9060

Date:	08/15/2026
Invoice Number:	1004008
Account Number:	KDG
Job #:	689-6
Job Description:	KDG MAGNOLIA SCIENCE GROUP
To:	KDG WINNETKA 7111 Winnetka Avenue Los Angeles, CA
Fuel Surcharge:	**10.00%**

Bill To

Name:	KDG KANA DEVELOPMENT GROUP
Address:	12620 MAGNOLIA AVE RIVERSIDE, CA 92503
Email:	invoices@kanadg.com
Phone:	(909) 204-5970

Project Info

PO Number:	5838DC
Customer Job #:	2520
Total Loads:	1
Number of Orders:	1
Commodity:	3/4 CRUSHED
Equipment:	TR - TRANSFER
Terms:	Net 30

Date	Order #	Ticket #	Truck #	Description	Wt/Qty	Units	Rate	FS	Amount	Tax
08/12/2026	7891	182737	JV DRIVER	3/4 CRUSHED	10.00	Tons	$15.00	-	$150.00	Y
				Freight	25.00	Tons	$19.00	$47.50	$475.00	-
			LTL/SPLIT FEE		1.00	Units	$10.00		$10.00	-

Memo: *"3861"*

Fuel Surcharge Subtotal	**$47.50**
Material Subtotal	**$150.00**
Hauling Subtotal	**$475.00**
Accessorial Charges Subtotal	**$10.00**
Taxable Subtotal	**$150.00**
Subtotal	**$682.50**
LOS ANGELES Taxes $150.00 @ 9.750%	**$14.63**
Total Taxes	**$14.63**
Total Tons	**10.00**
Total Amount	**$697.13**

Thank you for choosing Ver Steeg Trucking Inc. We appreciate your business.

AUG 19 2026

Ver Steeg Trucking, Inc.
P.O. Box 368 • Bellflower, CA 90707
Office: (562) 866-1975 • Fax: (562) 866-1043 • Dispatch: (562) 577-9060
www.versteegtrucking.com

TICKET # 182737

Date: 8-12-26 Job# 2520

Sold To: KDG PO# 5838DC

Job Address: 7111 Winnetka Ave

Driver: JV Carrier Jorge City: Winnetka

COMMODITY TRANSP.	PLANT TICKET #	TONS
3/4 Rock	3861	10 Ton

DELAY TIME ON JOB		
ARRIVE	DEPART	TOTAL TIME

Delay Time Verified:

COMMENTS:

TOTAL LOADS	
TOTAL TONS	

NOTICE:
All deliveries subject to our general terms and conditions of sale. 1 1/2 percent per month on all accounts over 30 days.
It is agreed between Buyer and Seller that sale of all non-returnable Aggregate Materials which have been manufactured to Purchaser's order is consummated and title passed to Purchaser at time of loading at Plant site.
These charges include (1) fees to pay for regulation of transportation companies by the California Public Utilities Commission and (2) taxes paid to California cities instead of excise or business license taxes they could otherwise impose.
We make deliveries inside the curb line and on the lot at Customer's risk only and accept no responsibility whatsoever for damages resulting from such deliveries.
NET TERMS: Net 30. In case it is found necessary to take legal action delow agrees to pay all reasonable court costs, legal fees, and any collection fees incurred by Ver Steeg Trucking, Inc.

AUTHORIZED JOB SIGNATURE

Kana Development Group

Extra Work Order # 550

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard south east SD lines	Date Work Performed:	8/13/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by _____ to perform the extra work as follows:

We continue digging and fixing SD lines damaged by others at courtyard, today another subcontractor was pouring concrete at the steirs causing us some delays while digging because they leave the concrete hose near to our

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	9					$1,131.75
Rivera Victor	$108.22	9					$973.98
						Subtotal =	$2,105.73

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	9		$37.00		$333.00
Crew Truck	1	9		$58.00		$522.00
Skid Steer Cat	1	9		$70.00		$630.00
					Subtotal =	$1,485.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	3,590.73
15%	**Overhead & Profit =**	$	538.61
	Earned Total =	$	4,129.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**4,129.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #22

Name	550 Day 8 fixing SD lines
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-13-2026
Description of Work	EWO 550 Day 8 We continue digging and fixing SD lines damaged by others at courtyard, today another subcontractor was pouring concrete at the steirs causing us some delays while digging because they leave the concrete hose near to our excavation, also survey was on site staking last section of SD we had to fix
EWO #	550
Location	Courtyard area SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Jose J Linares	2020	Superintendent	9.0 hrs.		
Victor Rivera	1899	Pipelayer	9.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	9.0 hrs.	1	
Excavator 8K	9.0 hrs.	1	
Skid Steer Bobcat 770	9.0 hrs.	1	Forks

Material

Description	Quantity	Units of Measurement	PO #

Subcontractor

Company	Description of work to be performed

Attachments









Internal Approval

Kana Company Superintendent Signature

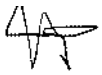
Signed by Jose J Linares - KDG
on August 13, 2026 07:06 AM from Jose J Linares's device



Customer Approval

Client Signature

Signed by Fernando Villaseñor
on August 13, 2026 02:04 PM from Jose J Linares's device



Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Kana Development Group

Extra Work Order # 554

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard south east SD lines	Date Work Performed:	8/14/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by _____ to perform the extra work as follows:

Today we continue digging to lay SD pipe damaged by others at courtyard area, we're working at the last sections near to the building east side

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	4					$503.00
Felix Alberto	$102.97	4					$411.86
Rivera Victor	$108.22	4					$432.88
						Subtotal =	$1,347.74

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	4		$37.00		$148.00
Crew Truck	1	4		$58.00		$232.00
Skid Steer Cat	1	4		$70.00		$280.00
					Subtotal =	$660.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	2,007.74
15%	**Overhead & Profit =**	$	301.16
	Earned Total =	$	2,309.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**2,309.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #23

Name	554 Day 9 fixing SD lines damaged
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-14-2026
Description of Work	EWO day 9 Today we continue digging to lay SD pipe damaged by others at courtyard area, we're working at the last sections near to the building east side
EWO #	554
Location	Courtyard SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Jose J Linares	2020	Superintendent	4.0 hrs.		
Victor Rivera	1899	Pipelayer	4.0 hrs.		
Alberto Felix	2110	Laborer	4.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	4.0 hrs.	1	
Excavator 8K	4.0 hrs.	1	
Skid Steer Bobcat 770	4.0 hrs.	1	Forks

Material

Description	Quantity	Units of Measurement	PO #

Subcontractor

Company	Description of work to be performed

Attachments






Internal Approval

Kana Company Superintendent Signature

Signed by Jose J Linares - KDG
on August 13, 2026 05:04 PM from Jose J Linares's device

Customer Approval

Client Signature

Signed by Daniel Young
on August 14, 2026 09:09 AM from Jose J Linares's device

Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Kana Development Group

Extra Work Order # 559

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard south east SD lines	Date Work Performed:	8/17/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by _____ to perform the extra work as follows:

Today we continue digging to lay SD pipe damaged by others at courtyard area, we're working at the last sections near to the building east side

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	9					$1,131.75
Rivera Victor	$108.22	9					$973.98
						Subtotal =	$2,105.73

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	9		$37.00		$333.00
Crew Truck	1	9		$58.00		$522.00
Skid Steer Cat	1	9		$70.00		$630.00
					Subtotal =	$1,485.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	3,590.73
15%	**Overhead & Profit =**	$	538.61
	Earned Total =	$	4,129.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**4,129.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #24

Name	559 Day 10 fixing sd lines damaged y others
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-17-2026
Description of Work	EWO 559 Day 10 We continue fixing SD lines damaged by others at courtyard, we're working at last sections
EWO #	559
Location	Courtyard sd lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Jose J Linares	2020	Superintendent	9.0 hrs.		
Victor Rivera	1899	Pipelayer	9.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	9.0 hrs.	1	
Excavator 8K	9.0 hrs.	1	
Skid Steer Bobcat 770	9.0 hrs.	1	Forks

Material

Description	Quantity	Units of Measurement	PO #

Subcontractor

Company	Description of work to be performed

Attachments









Internal Approval

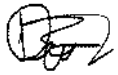
Kana Company Superintendent Signature

Signed by Jose J Linares - KDG
on August 17, 2026 11:05 AM from Jose J Linares's device

Customer Approval

Client Signature

Signed by Daniel Young
on August 17, 2026 01:48 PM from Jose J Linares's device



Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Kana Development Group

Extra Work Order # 562

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard south east SD lines	Date Work Performed:	8/18/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by _____ to perform the extra work as follows:

Day 11 fixing SD lines damaged by others at courtyard area, after inspection we start backfilling and compacted, we start looking for the last 2" roof drain and connect into our main line

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	9					$1,131.75
Rivera Victor	$108.22	9					$973.98
						Subtotal =	$2,105.73

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	9		$37.00		$333.00
Crew Truck	1	9		$58.00		$522.00
Skid Steer Cat	1	9		$70.00		$630.00
					Subtotal =	$1,485.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
3/4 Crushed Rock	1	$700.45		$700.45
			Subtotal =	$700.45

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	4,291.18
15%	**Overhead & Profit =**	$	643.68
	Earned Total =	$	4,935.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**4,935.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #25

Name	562 Day 11 fixing sd lines damaged by others
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-18-2026
Description of Work	Day 11 fixing SD lines damaged by others at courtyard area, after inspection we start backfilling and compacted, we start looking for the last 2” roof drain and connect into our main line
EWO #	562
Location	Courtyard SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Jose J Linares	2020	Superintendent	9.0 hrs.		
Victor Rivera	1899	Pipelayer	9.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	9.0 hrs.	1	
Excavator 8K	9.0 hrs.	1	
Skid Steer Bobcat 770	9.0 hrs.	1	Forks

Material

Description	Quantity	Units of Measurement	PO #
3/4 rock	12.0	TON	

Subcontractor

Company	Description of work to be performed

Attachments









Internal Approval

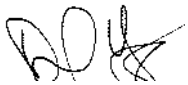
Kana Company Superintendent Signature

Signed by Jose J Linares - KDG
on August 18, 2026 12:30 PM from Jose J Linares's device

Customer Approval

Client Signature

Signed by Daniel Young
on August 18, 2026 02:07 PM from Jose J Linares's device



Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Invoice #1004080

562-577-9060

PO BOX 368, BELLFLOWER, CA 90707
Tel: (562) 577-9060

Date:	08/22/2026
Invoice Number:	1004080
Account Number:	KDG
Job #:	689-7
Job Description:	KDG MAGNOLIA SCIENCE GROUP
To:	KDG WINNETKA 7111 Winnetka Avenue Los Angeles, CA
Fuel Surcharge:	**10.00%**

Bill To

Name:	KDG KANA DEVELOPMENT GROUP
Address:	12620 MAGNOLIA AVE RIVERSIDE, CA 92503
Email:	invoices@kanadg.com
Phone:	(909) 204-5970

Project Info

PO Number:	5871DC
Customer Job #:	2520
Total Loads:	1
Number of Orders:	1
Commodity:	3/4 CRUSHED
Equipment:	TR - TRANSFER
Terms:	Net 30

Date	Order #	Ticket #	Truck #	Description Wt/Qty	Units	Rate	FS	Amount	Tax
08/18/2026	7968	183535	AAV	3/4 CRUSHED 12.50	Tons	$17.00	-	$212.50	Y
				Freight 25.00	Tons	$16.99	$42.47	$424.75	-
Memo:	*"102378"*								

Fuel Surcharge Subtotal	**$42.48**
Material Subtotal	**$212.50**
Hauling Subtotal	**$424.75**
Taxable Subtotal	**$212.50**
Subtotal	**$679.73**
LOS ANGELES Taxes $212.50 @ 9.750%	**$20.72**
Total Taxes	**$20.72**
Total Tons	**12.50**
Total Amount	**$700.45**

Thank you for choosing Ver Steeg Trucking Inc. We appreciate your business.

AUG 28 2026

Ver Steeg Trucking, Inc.
P.O. Box 368 • Bellflower, CA 90707
Office: (562) 866-1975 • Fax: (562) 866-1043 • Dispatch: (562) 577-9060
www.versteegtrucking.com

TICKET # 183535

Date: 8-18-26 Job# 2520

Sold To: KDG PO# 5571DC

Job Address: 7444 Kimmeth Ave

Driver: AAV EXPRESS City: Winnetka

COMMODITY TRANSP.	PLANT TICKET #	TONS
3/4 crushed Rock	102378	12.00
DELAY TIME ON JOB		
ARRIVE	**DEPART**	**TOTAL TIME**
Delay Time Verified:		
COMMENTS:		

TOTAL LOADS	
TOTAL TONS	

NOTICE:
All deliveries subject to our general terms and conditions of sale. 1 1/2 percent per month on all accounts over 30 days.

It is agreed between Buyer and Seller that sale of all non-returnable Aggregate Materials which have been manufactured to Purchaser's order is consummated and title passed to Purchaser at time of loading at Plant site.

These charges include (1) fees to pay for regulation of transportation companies by the California Public Utilities Commission and (2) taxes paid to California cities instead of excise or business license taxes they could otherwise impose.

We make deliveries inside the curb line and on the lot at Customer's risk only and accept no responsibility whatsoever for damages resulting from such deliveries.

NET TERMS: Net 30. In case it is found necessary to take legal action debtor agrees to pay all reasonable court costs, legal fees, and any collection fees incurred by Ver Steeg Trucking, Inc.

AUTHORIZED JOB SIGNATURE

Kana Development Group

Extra Work Order # 563

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard south east SD lines	Date Work Performed:	8/19/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by _____ to perform the extra work as follows:

Day 12 fixing SD lines damaged by others at courtyard area, we backfill compacted last section , pick up trash , clean equipment, and we do a push camera inspection in the SD lines to make sure everything is good

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Linares Jose	$125.75	4					$503.00
Rivera Victor	$108.22	5					$541.10
						Subtotal =	$1,044.10

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Excavator 8K	1	4		$37.00		$148.00
Crew Truck	1	4		$58.00		$232.00
Skid Steer Cat	1	4		$70.00		$280.00
					Subtotal =	$660.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	1,704.10
15%	**Overhead & Profit =**	$	255.62
	Earned Total =	$	1,960.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	$	**1,960.00**

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #26

Name	563 Day 12 fixing SD lines damaged
Status	Submitted
Assignee	Jose J Linares (JLI)

General Information

Kana Superintendent	Jose J Linares (JLI)
DATE OF WORK	08-19-2026
Description of Work	EWO 563 Day 12 fixing SD lines damaged by others at courtyard area, we backfill compacted last section , pick up trash , clean equipment, and we do a push camera inspection in the SD lines to make sure everything is good
EWO #	563
Location	Courtyard area SD lines

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Jose J Linares	2020	Superintendent	4.0 hrs.		
Victor Rivera	1899	Pipelayer	5.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	4.0 hrs.		
Skid Steer Bobcat 770	4.0 hrs.		
Excavator 8K	4.0 hrs.		

Material

Description	Quantity	Units of Measurement	PO #

Subcontractor

Company	Description of work to be performed

Attachments








Internal Approval

Kana Company Superintendent Signature

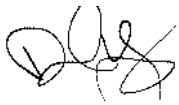
Signed by Jose J Linares - KDG
on August 19, 2026 08:26 AM from Jose J Linares's device



Customer Approval

Client Signature

Signed by Daniel Young
on August 19, 2026 09:05 AM from Jose J Linares's device



Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

Change Order Request 19

License: 1085445
Kana Development Group, Inc.
12620 Magnolia Ave.
Riverside CA 92503

P2520 - Magnolia Science Academy #5 KPI

Date Submitted:
Requested By: JESSICA OSTRANDER

TO: KANA PIPELINE INC.
12620 Magnolia Ave.
Riverside, CA 92503

Project: P2520
Magnolia Science Academy #5 KPI
7111 Winnetka Avenue
Winnetka, CA 91306

Project will be delayed by: Days

Please issue a change order for the following work beyond the scope of Kana Development Group's contract for this project.

Order#	*Date*	*PC*	*EWO*	*Description*	*Requested Amount*
19	8/24/2026		572	EWO -- EWO 572 Structures work	3,096.00

Total **3,096.00**

Kana Development Group

Signed: _____

P2520 - Magnolia Science Academy #5 - [KPI - 2546] — P2520

Time & Material - NEW #28

Name	EWO 572
Status	Submitted
Assignee	Jesus Solis (JSO)

General Information

Kana Superintendent	
DATE OF WORK	08-21-2026
Description of Work	Slot drain repair
EWO #	572
Location	Slot drain

Labor

Employee Name	Employee #	LABOR CLASSES	Regular Time	Overtime	Double Time
Jesus Solis	780	Structure Builder	10.0 hrs.		
Alejandro Brito	147	Structure Builder	8.0 hrs.		

Equipment

Equipment	Hours	Quantity	Enter Unlisted Equipment
Truck - Crew	8.0 hrs.	1	

Material

Description	Quantity	Units of Measurement	PO #
Slot drain	2.0	EA	
concrete mix	2.0		

Subcontractor

Company	Description of work to be performed

Attachments





Internal Approval

Kana Company Superintendent Signature

Signed by Jesus Solis
on August 21, 2026 09:32 AM from Jesus Solis's device

Customer Approval

Client Signature

Customer Notes

A place for the customer to add any notes.

Customer Notes Or Notes for the
Office

THOMPSON CONSTRUCTION SUPPLY
DOOR & FRAME

1169 Sherborn St.
Corona, CA 92879-0143
Phone (951) 284-2020 Fax (951) 284-1400
www.tbmcs.com

CORONA

IV-H89884
INVOICE

S 11408
O *KANA DEVELOPMENT GROUP
L 12620 MAGNOLIA AVENUE
D RIVERSIDE CA 92503

T
O

S 00002546
H MSA -5 INCREMENT 2
I 7111 WINNETKA AVENUE
P WINNETKA CA 91306

T
O
PHONE NUMBER (714) 986-1400

DATE	P.O. #	PLACED BY	SLM	SHIP VIA	SHIP DATE	MAP
8-18-26	REF PO 5836DC	RAMON CAN	29068			55589

ORDERED	PRODUCT	DESCRIPTION	PICK	PRICE PER	TOTAL
2.0	6233-1000	SYSTEM 3000 STRAIGHT CHANNEL	(2/EA	67.94 /EA	135.88
	U060102	ACO #05657			

TAXABLE	135.88
NON-TAX	0.00
DISCOUNT	0.00
TAX AMOUNT	13.25
TOTAL	149.13

AUG 21 2026

I agree to all terms and conditions on the back of this invoice
that all materials are sold "As Is", no warranties are given or implied

ORANGE
141 WEST TAFT AVE.
ORANGE, CA 92865
(714) 637-7373
Fax (714) 637-7575

DESIGN CENTER
1716 CASE STREET
ORANGE, CA 92865
(714) 998-9337
Fax (714) 921-6601

FONTANA
11027 CHERRY AVENUE
FONTANA, CA 92336
(909) 350-3000
Fax (909) 823-8409

SAN DIEGO
(Bldg. Materials & Door Division)
6618 FEDERAL BLVD.
LEMON GROVE, CA 91945
(619) 287-9410
Fax (619) 287-8423

LOMITA
2400 PACIFIC COAST HWY.
LOMITA, CA 90717
(310) 326-5160
Fax (310) 602-0106

CORONA
(Door Division)
1169 SHERBORN ST. #101
CORONA, CA 92879
(951) 284-2020
Fax: (951) 284-1400

CAMARILLO
1515 FLYNN ROAD
CAMARILLO, CA 93012
(805) 484-4391
Fax (805) 484-8037

SACRAMENTO
9297 JACKSON ROAD
SACRAMENTO, CA 95826
(916) 361-7374
Fax: (916) 361-8929

DESIGN CENTER
5250 SOUTH WATT AVE. #200
SACRAMENTO, CA 95826
(916) 361-8711
Fax (916) 383-0128

RIPON
460 SOUTH STOCKTON AVE.
RIPON, CA 95366
(209) 599-4543
Fax: (209) 599-3304

Powered by BoardOnTrack

Kana Development Group

Extra Work Order # 572

Job Name:	Magnolia Science Academy	Kana Job #:	P2520
Location:	Courtyard south east SD lines	Date Work Performed:	8/21/2026
Gen Contractor:	Del Amo	TIME:	7:00 a.m.

Kana Development Group is hereby-authorized by _____ to perform the extra work as follows:

Slot drain repair
by others at courtyard

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Solis Jesus	$125.75	10					$1,257.50
Brito Alejandro	$102.66	8					$821.28
						Subtotal =	$2,078.78

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Crew Truck	1	8		$58.00		$464.00
					Subtotal =	$464.00

Material

Description	Quantity	Unit Price	Source PO#	Cost
Invoice H89884	1	$149.13		$149.13
			Subtotal =	$149.13

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	2,691.91
15%	**Overhead & Profit =**	$	403.79
	Earned Total =	$	3,096.00
	OCIP Charge =		
	Bond Charge =		
	EWO Total =	**$**	**3,096.00**

BrightView Landscape Development

Potential Change Item

No. 00010

Title: Estimate #10 - Irrigation Sleeve Repair

Project: Magnolia Science MSA 5

Attn: Fernando V.
Del Amo Construction LLC
23840 Madison St,
Torrance, CA 90505

Phone:

Date: Aug 28, 2026

Job: 1010082

Description Of Estimate:
This estimate is for Irrigation Sleeving repairs that were performed on T&M tickets between 7/23-26 and 8/17/26

Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	Irrigation Sleeve Repair	0.00	LS	0.00	$9,819.00
				Total :	$9,819.00

Estimated Time Extension 0 **Days**

This estimate will remain in effect for 15 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request.

Notes:

- ☐ **This work will not be done until approved and written change order is issued.**
- ☐ **A signature below authorizes us to proceed with the work described above, at the stated prices.**
- ☐ **Extension of time necessary for this change:** 0 **consecutive working days.**
- ☑ **This work was done in accordance with your order to proceed: Please issue change order.**

Prepared By: Kane Roberts

Date: Aug 28, 2026

Approved By: Fernando V.
Del Amo Construction LLC

Date:

Extra Work Summary

BrightView Landscape Development

Project:	**Magnolia Science Center**	**BVLD Job #**	**1010082**
Revision Title:	**T&M Irrigation Sleeve Repair**		
Date:	**August 28, 2026**	**EST. Number**	**10**

				LABOR		EQUIPMENT		MATERIAL		UNIT COST		SUBCONTRACTOR		
	Description	Qty	Unit	Labor Rate	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	TOTAL
	Foreman	21	HR	$90.57	$1,901.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,902
	Labor	22	HR	$88.10	$1,938.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,938
	Pipe Fitter	8	HR	$88.10	$704.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$705
	Operator	22	HR	$101.28	$2,228.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,228
	Foreman PT	0	HR	$151.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0
	Labor PT	1	HR	$146.20	$146.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$146
	Operator PT	1	HR	$166.98	$166.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$167
	Pipe Fitter	1	HR	$88.10	$88.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$88
	Mini - Ex (Bare)	9	HR	$0.00	$0.00	$45.00	$405.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$405
	Material	1	LS	$0.00	$0.00	$0.00	$0.00	$874.00	$874.00	$0.00	$0.00	$0.00	$0.00	$874
	Tax on material								$0.00					$0
	OH&P on self-performed work				$1,076.16		$60.75		$131.10		$0.00			$1,268
	OH&P on subcontracted work												$0.00	$0
	Bond													$97
Net Cost change														**$9,819**

Ticket #	Date	Foreman	Operator	Laborer	Pipe Fitter	Mini Ex	Foreman PT	Operator PT	Laborer PT	Pipe Fitter PT
409674	7/23/2026	8	8	8		8				
409762	8/5/2026	5	5	5						
409763	8/17/2026	8	9	9	9	9		1	1	1
TOTAL		**21**	**22**	**22**	**9**	**17**		**1**	**1**	**1**

Materials				**Unit**	**Total**
Ticket #409674	4" Sch. 40 Pipe	20	LF	5.41	$ 108.20
Ticket #409674	3" Sch. 40 Pipe	10	LF	3.04	$ 30.40
Ticket #409674	1" Sch. 40 Pipe	40	LF	0.49	$ 19.60
Ticket #409762	2" Sch. 40 Sleeve	50	LF	1.6	$ 80.00
Ticket #409763	4" Sch. 40 Pipe	100	LF	5.41	$ 541.00
Ticket #409763	1.25" Sch. 40 Conduit	60	LF	0.52	$ 31.20
Ticket #409763	2" Sch. 40 P	40	LF	1.6	$ 64.00
			Grand Total		874.4

No. 409674

BrightView
Landscape Development

Authorization for Extra Work

Date 1- 7-23-26

Client Name Del AMO Construction MSA-5

Job Name Magnolia Science MSA-5

Description of Work All Sleeves at North west Corner Planter and All 4 Sleeves at South West Planter are short

OTHER NOTES:

INTERNAL USE ONLY

Client Number

Job Number/Coding 1010082

Purchase/Work Order

Tax Code:

☐ Do not mail; send invoice back to branch

☐ Attach copy of signed approval letter w/invoice

Item No.	Type of Labor, Equipment or Materials Used	Hours or Quantity	Unit Cost	Total
1	Foreman	8 hrs		
1	operator with Mini ex	8 hrs		
1	pipe Fitter	8 hrs		
1	Laborer with hand tools	8 hrs		
	20' 4" pipe PVC sch 40	20'		
	10' 3" pipe PVC sch 40	10'		
	40' 1" pipe PVC sch 40	40'		

THIS IS NOT AN INVOICE

Instructions to Job Superintendent: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. Give Customer's Copy to the agent. **ALL** other copies (with the exception of the **Field Copy**) **MUST** be submitted to your branch office **promptly** upon completion of the work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General terms and conditions" which are printed on reverse and are incorporated herein by reference.

X _____ X _____ 7-23-26

Approved by BrightView Representative | Approved by Client Representative | Date

FORM 921.1 (08/16)

CLIENT'S COPY WITH INVOICE

BrightView™
Landscape Development

No. 409762

Authorization for Extra Work

Date 8/5/2026
Client Name Del Amo Construction
Job Name Magnolia Science
Description of Work Re-Installing 2" Sleeve Gault Street Entrance.

INTERNAL USE ONLY
Client Number
Job Number/Coding
Purchase/Work Order
Tax Code:

OTHER NOTES:

☐ Do not mail; send invoice back to branch
☐ Attach copy of signed approval letter w/invoice

Item No.	Type of Labor, Equipment or Materials Used	Hours or Quantity	Unit Cost	Total
1.	1-Forman	5 Hrs		
2.	1-Equipment Ope	5 Hrs		
3.	1-Labor	5 Hrs		
	Notes:			
	Installing a 2" sleeve sch 40 pipe 50' for a "ADA Tree Grate".			

THIS IS NOT AN INVOICE

Instructions to Job Superintendent: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. Give Customer's Copy to the agent. **ALL** other copies (with the exception of the **Field Copy**) **MUST** be submitted to your branch office **promptly** upon completion of the work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General terms and conditions" which are printed on reverse and are incorporated herein by reference.

x [signature] — Approved by BrightView Representative

x [signature] — Approved by Client Representative — 8-6-26 Date

FORM 921.1 (06/16)

CLIENT'S COPY WITH INVOICE

1010082 - Magnolia Science Academy
Los Angeles, California

Extra Work Form
Aug 18, 2026, ID #4

REPORT DETAILS

Description

Created by Alejandro Lopez

Status Draft

Last update Aug 18, 2026 9:32 AM

Last updated by Alejandro Lopez

Weather

Rain: 0.00 inches

Weather View Sources

7:00 AM	12:00 PM	4:00 PM
Clear	Mostly Clear	Mostly Clear
Temperature: 69°F	Temperature: 90°F	Temperature: 96°F
Wind: ← 1mph	Wind: ↖ 4mph	Wind: → 8mph
Humidity: 65%	Humidity: 35%	Humidity: 29%

Updated Aug 18, 2026 at 9:15 AM

No. 409763

BrightView™
Landscape Development

Authorization for Extra Work

Date 08/17/26

Client Name Del Amo

Job Name Magnolia Science

Description of Work Trench and install new irrigation sleeves from Playfield to courtyard planters damage by others

INTERNAL USE ONLY

Client Number

Job Number/Coding 1010082 | 085020

Purchase/Work Order

Tax Code:

OTHER NOTES:

☐ Do not mail; send invoice back to branch

☐ Attach copy of signed approval letter w/invoice

Item No.	Type of Labor, Equipment or Materials Used	Hours or Quantity	Unit Cost	Total
	Foreman	8 hrs		
	G17 Mini-excavator	9 hrs		
	Labor	9 hrs		
	Pipe fitters	9 hrs		
	4” Sch 40 pipe	100’		
	1 1/4 “ sch 40 conduit	60’		
	2” Sch 40 pipe	40’		

THIS IS NOT AN INVOICE

Instructions to Job Superintendent: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. Give Customer's Copy to the agent. **ALL** other copies (with the exception of the **Field Copy**) **MUST** be submitted to your branch office **promptly** upon completion of the work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General terms and conditions" which are printed on reverse and are incorporated herein by reference.

X Alejandro D. Lopez

Approved by BrightView Representative

X

Approved by Client Representative

Date

FORM 921.1 (06/16)

Prime - PCO #055

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 55 - CE #90079 - RFI #147 - Termination bar at LID planter

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	055 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	9/3 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Client Request
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90079 - RFI #147 - Termination bar at LID planter
Termination bar at LID planter

ATTACHMENTS:
Est. #11 - RFI#147 - Termination Bar at LID Planters.pdf

#	Cost Code	Description	Amount
1	32-9000-00 - Planting & Irrigation	EST 11	$ 8,651.00
		Subtotal:	$8,651.00
		Overhead: 1.50%	$ 129.77
		Fee: 2.50%	$ 219.52
		Insurance: 1.00%	$ 90.00
		GRT: 0.19%	$ 17.27
		Bonds: 1.00%	$ 91.08
		Grand Total:	**$9,198.64**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Prime - PCO #065

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 65 - MPR Substitutions

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	065 / 1	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/6 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Client Request
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90098 - MPR Substitutions

ATTACHMENTS:
25-1156 MAGNOLIA - CHKPT CO #12 - Add MPR Wall Display.pdf _ _25-1156 MAGNOLIA - CHKPT CO #11 - Credit Projector and Screen.pdf_

#	Cost Code	Description	Amount
1	27-3000-00 - Telephone/Low Voltage Systems	Chkpt CO 11	($30,770.91)
2	27-3000-00 - Telephone/Low Voltage Systems	Chkpt CO 12	$ 41,334.44
3	27-3000-00 - Telephone/Low Voltage Systems	Chkpt CO 13	($657.40)
4	27-3000-00 - Telephone/Low Voltage Systems	Chkpt CO 14	$ 1,561.25
		Subtotal:	$11,467.38
		Overhead: 1.50%	$ 172.01
		Fee: 2.50%	$ 290.98
		Insurance: 1.00%	$ 119.30
		GRT: 0.19%	$ 22.89
		Bonds: 1.00%	$ 120.73
		Grand Total:	**$12,193.29**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

CHECKPOINT
communications incorporated
www.checkpointcomm.com ● CA License #: 545063 ● DIR #: 1000001532

October 6, 2026

Reference # 25-1156 CO #11

Project Price Quotation

Magnolia Science Academy
Contract #SC-027, Change Order #11 and Credit for MPR Projector and Associated Parts

Attn: Fernando Villasenor
Del Amo Construction

Per the Request of Rasul Monoshev and the response to RFI 167, Checkpoint will be providing a credit for the following items.

- **Checkpoint will be providing credit for (1) EB-PU2010W Epson Projector, (1) ELPLM11 Epson Projector Lens, (1) RPAU Chief Ceiling Projector Mount, (1) 89932 Da-Lite Motorized Projection Screen and (1) 60-1271-13 Extron HDMI Extender RX along with associated labor originally to be installed in MPR**

(Any ***exclusions, conditions*** and ***notes*** listed below are part of this price quotation, please read and review carefully)

Credit Amount: $30,770.91

Note: These prices are calculated at first shift rates based on DIR LOS-2026-1.
Note: If contractor anticipates any possible shifts other than first shift, a request to adjust the bid rates is needed prior to working. Should any other shift be requested to perform the quoted work, an additional cost for labor differential will apply, considering no notice was given during the bid process of possible shift variance.

Checkpoint Communications is a Bogen Engineered Systems Dealer, Mohawk Ortronics Certified Installer, Cisco Reseller/Enterasys Reseller, Extron Reseller, and Listen Technology Reseller.

Please send all P.O.'s, contracts and Notice to Proceed letters (NTP) to James Shoaff at jshoaff@ccomwire.com.

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Note: All Material pricing is valid for 30 days. Any approval after the 30 days will require a price adjustment to change order and approval to proceed.
Note: Some materials may require significant lead time depending on manufacturer availability and unforeseeable weather delays.
Note: This work is to be performed on 1st shift.
Note: This price is calculated at first shift rates. If work is required to be performed on a shift other than first, this will be an additional charge.
Note: This price excludes all raceways and conduits.

Conditions:
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Exclusions:
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Permits and associated fees if required.
Project Bonds and fees.
Warranty on existing equipment.
Lift and Scaffolding are provided by others and access will be provided to Checkpoint Communications. General Contractor to protect flooring prior to operating lifts.
Trash Bin is to be provided at no charge to Checkpoint Communications.
Parking is to be provided at no charge to Checkpoint Communications.
Busbars, Grounding and Bonding outside of MDF/IDF equipment.
Electrical work, conduits, conduit sleeving, pull ropes in empty conduits, fire rated backboards, weather heads, mast, poles and fire stopping.
Cable TV patch cords at station locations and IDF/MDF's.
Conduit, Raceway, Floor Boxes and Terminal cabinets, floor coring and sleeves.
Network Electronics.
UL listed Fire Stop Assemblies.
Patching and Painting or repair of existing surface.
Trenching, backfill and/or compaction; repair and/or replacement of landscape.
Abatement of asbestos, lead containing or any other environmentally hazardous material is not included.
Demolition and removal of any existing wiring and/or devices are not included. Temporary removal and relocation of existing devices and/or wiring is not included unless otherwise specified. All existing conduit removal is not included.



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Final Inspection is included, although if Checkpoint Communications must return for additional inspections due to causes beyond our control, add $800 per visit.
One (1) year parts plus any extended warranty coverage from equipment manufacturers and One (1) year labor.
Warranty service, if required, will be performed during normal working hours (8:00am to 5:00pm) Monday through Friday, excluding holidays.
Warranty service requested other than the above reference hours shall be charged at Checkpoint Communications standard overtime rate.

If you have any questions, please do not hesitate to call, thank you.

James Shoaff, RCDD, V.P. Engineering, (714) 892-5050, jshoaff@checkpointcomm.com

25-1156 MAGNOLIA SCIENCE ACADEMY - CREDIT FOR PROJECTOR AND SCREEN - CHECKPOINT CO #11

Line #	Qty	Part #	Part Description	Material Unit (Includes Tax)	Material Resul	Labor Unit	Labor Result
1	-1	60-1271-13	EXTRON HDMI EXTENDER RX	$384.1250	($384.1250)	1.0000	(1.0000)
2	-1	RPAU	CHIEF PROJECTOR CEILING MOUNT	$241.9988	($241.9988)	8.0000	-8.0000
3	-1	89932	DA-LITE MOTORIZED PROJECTION SCREEN	$7,161.8460	($7,161.8460)	24.0000	-24.0000
4	-1	ELPLM11	EPSON PROJECTOR LENS FOR MPR	$1,960.8374	($1,960.8374)	1.0000	-1.0000
5	-1	EB-PU2010W	EPSON PROJECTOR	$17,121.7683	($17,121.7683)	8.0000	-8.0000
6				**TOTAL MATERIAL:**	($26,870.58)		(42.00)
7			Prevailing Wage - **Regular Rate**: Includes Basic rate, Fringe Benefits, Dues, and Taxes - **1st Shift Field Technician (effective new DIR rates LOS-2026-1)**	$89.180	($1,872.78)		21.0000
8			Prevailing Wage - **Regular Rate**: Includes Basic rate, Fringe Benefits, Dues, and Taxes - **1st Shift Field Mgr. Technician (effective new DIR rates LOS-2026-1)**	$96.550	($2,027.55)		21.0000
9				**SUBTOTAL 1:**	($30,770.91)		
10				**TOTAL CHANGE ORDER COST:**	**($30,770.91)**		
	THIS BID IS SUBMITTED AS LUMP SUM TO INCLUDE MATERIAL TAX AT TIME OF PURCHASE; TAX WILL NOT APPLY A POINT OF SALE						

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October 6, 2026

Reference # 25-1156 CO #12

Project Price Quotation

Magnolia Science Academy
Contract #SC-027, Change Order #12 and Pricing for MPR Video Display

Attn: Fernando Villasenor
Del Amo Construction

Per the Request of Rasul Monoshev and the response to RFI 167, Checkpoint will be providing a change order for the following items.

- **Checkpoint will be supplying and installing (1) P1.53 MIRACKLE LED VIDEO PANEL with uni-strut, 2x4's and all associated mounting hardware and (1) vx1000 NOVASTAR VIDEO PROCESSOR/CONTROLLER in the A/V rack as discussed during job walk on 9-2-26.**

(Any ***exclusions, conditions*** and ***notes*** listed below are part of this price quotation, please read and review carefully)

Add Amount: $ 41,334.44

Note: These prices are calculated at first shift rates based on DIR LOS-2026-1.
Note: If contractor anticipates any possible shifts other than first shift, a request to adjust the bid rates is needed prior to working. Should any other shift be requested to perform the quoted work, an additional cost for labor differential will apply, considering no notice was given during the bid process of possible shift variance.

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Note: This work is to be performed on 1st shift.
Note: This price is calculated at first shift rates. If work is required to be performed on a shift other than first, this will be an additional charge.
Note: This price excludes all raceways and conduits.

Conditions:
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Exclusions:
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Permits and associated fees if required.
Project Bonds and fees.
Warranty on existing equipment.
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Conduit, Raceway, Floor Boxes and Terminal cabinets, floor coring and sleeves.
Network Electronics.
UL listed Fire Stop Assemblies.
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Trenching, backfill and/or compaction; repair and/or replacement of landscape.
Abatement of asbestos, lead containing or any other environmentally hazardous material is not included.
Demolition and removal of any existing wiring and/or devices are not included. Temporary removal and relocation of existing devices and/or wiring is not included unless otherwise specified. All existing conduit removal is not included.



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Final Inspection is included, although if Checkpoint Communications must return for additional inspections due to causes beyond our control, add $800 per visit.
One (1) year parts plus any extended warranty coverage from equipment manufacturers and One (1) year labor.
Warranty service, if required, will be performed during normal working hours (8:00am to 5:00pm) Monday through Friday, excluding holidays.
Warranty service requested other than the above reference hours shall be charged at Checkpoint Communications standard overtime rate.

If you have any questions, please do not hesitate to call, thank you.

James Shoaff, RCDD, V.P. Engineering, (714) 892-5050, jshoaff@checkpointcomm.com

25-1156 MAGNOLIA SCIENCE ACADEMY - ADD FOR MPR WALL DISPLAY - CHECKPOINT CO #12

Line #	Qty	Part #	Part Description	Material Unit (Includes Tax)	Material Resul	Labor Unit	Labor Result
1	1	P1.53	MIRACKLE LED VIDEO PANEL	$19,733.0500	$19,733.0500	32.0000	32.0000
2	1	VX1000	NOVASTAR VIDEO PROCESSOR/CONTROLLER	$2,303.6525	$2,303.6525	2.0000	2.0000
3	1	n/a	MANUAL SUCTION TOOL	$98.7750	$98.7750	0.0000	0.0000
4	1	RLM-20-1CA	SHIPPING AND DELIVERY	$1,196.2750	$1,196.2750	0.0000	0.0000
5	3	25293gy	MA REMOTE POWER MODULE	$335.8350	$1,007.5050	1.0000	3.0000
6	1000	ZB1400HS 10	18/2 FOR RELAY WIRES	$0.1756	$175.6000	0.0080	8.0000
7	4	ZA1003/8EG-10	10 FT. 14-GAUGE HALF SLOTTED METAL STRUT	$44.4268	$177.7072	1.0000	4.0000
8	4	800860	3/8 IN. STRUT CHANNEL SPRING NUT 5 PACK	$9.5812	$38.3248	0.2500	1.0000
9	3	807712	3/8 IN.- 16 X 3 IN. ZINC PLATED HEX BOLT	$20.8306	$62.4918	0.3300	0.9900
10	1	441317	3/8 IN. ZINC FLAT WASHER (50-PACK)	$7.5398	$7.5398	1.0000	1.0000
11	5	TUL60X60X20CMW0NQV0	2 IN. X 4 IN. X 8 FT. #2 PREMIUM GRADE D	$4.3351	$21.6755	1.0000	5.0000
12	1	212GCS1	VEVOR ENCLOSURE BOX 24 X 24 X 8	$191.9628	$191.9628	1.0000	1.0000
13	1	LABOR ONLY	#9 X 2-1/2 IN. WOOD SCREW	$12.5993	$12.5993	1.0000	1.0000
14	1	10GXW13D151000	DELIVERY CHARGE FOR SCREEN TO SITE	$0.0000	$0.0000	16.0000	16.0000
15	1000	10GXW13D151000	BELDEN CAT 6A BLUE	$0.6384	$638.4000	0.0070	7.0000
16	1	85-367	IDEAL CAT 6 MODULAR PLUG	$23.0256	$23.0256	2.0000	2.0000
17	5	LABOR ONLY	LABOR TO DRESS CABLES	$0.0000	$0.0000	0.1700	0.8500
18	10	LABOR ONLY	LABOR TO LABEL CABLES	$0.2195	$2.1950	0.0800	0.8000
19	5	LABOR ONLY	LABOR TO TEST CABLE	$0.0000	$0.0000	0.1700	0.8500
20	1		MISC HARDWARE	$548.7500	$548.7500	2.0000	2.0000
21	1	labor only	CONFIG AND SETUP DISPLAY	$0.0000	$0.0000	8.0000	8.0000
22	1	labor only	WIRE UP INTERCONNECT CABLES	$0.0000	$0.0000	8.0000	8.0000
23				**TOTAL MATERIAL:**	$26,239.53		104.49
24			Prevailing Wage - **Regular Rate**: Includes Basic rate, Fringe Benefits, Dues, and Taxes - **1st Shift Field Technician (effective new DIR rates LOS-2026-1)**	$89.180	$4,659.21		52.2450
25			Prevailing Wage - **Regular Rate**: Includes Basic rate, Fringe Benefits, Dues, and Taxes - **1st Shift Field Mgr. Technician (effective new DIR rates LOS-2026-1)**	$96.550	$5,044.25		52.2450
26				**SUBTOTAL 1:**	$35,942.99		
27				**OH&P:**	$5,391.45	*PERCENTAGE*	15%
28				**SUBTOTAL 2:**	$41,334.44		
29				**TOTAL CHANGE ORDER COST:**	**$41,334.44**		
	THIS BID IS SUBMITTED AS LUMP SUM TO INCLUDE MATERIAL TAX AT TIME OF PURCHASE; TAX WILL NOT APPLY A POINT OF SALE						

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October 20, 2026

Reference # 25-1156 CO #13

Project Price Quotation

Magnolia Science Academy
Contract #SC-027, Change Order #13 and Credit for MPR Viewsonic VCB10

Attn: Fernando Villasenor
Del Amo Construction

Per the Request of Rasul Monoshev, Checkpoint will be providing a credit for the following item.

- **Checkpoint will be providing credit for (1) VCB10 Viewsonic presentation device for the MPR. This is device has been discontinued**

(Any ***exclusions, conditions*** and ***notes*** listed below are part of this price quotation, please read and review carefully)

Credit Amount: $ (657.40)

Note: These prices are calculated at first shift rates based on DIR LOS-2026-1.
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Note: This price excludes all raceways and conduits.

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UL listed Fire Stop Assemblies.
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Abatement of asbestos, lead containing or any other environmentally hazardous material is not included.
Demolition and removal of any existing wiring and/or devices are not included. Temporary removal and relocation of existing devices and/or wiring is not included unless otherwise specified. All existing conduit removal is not included.

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Line #	Qty	Part #	Part Description	Material Unit (Includes Tax)	Material Resul	Labor Unit	Labor Result
1	-1	60-1271-13	EXTRON HDMI EXTENDER RX	$657.4025	($657.4025)		0.0000
2				**TOTAL MATERIAL:**	($657.40)		0.00
3			Prevailing Wage - **Regular Rate**: Includes Basic rate, Fringe Benefits, Dues, and Taxes - **1st Shift Field Technician (effective new DIR rates LOS-2026-1)**	$89.180	$0.00		0.0000
4			Prevailing Wage - **Regular Rate**: Includes Basic rate, Fringe Benefits, Dues, and Taxes - **1st Shift Field Mgr. Technician (effective new DIR rates LOS-2026-1)**	$96.550	$0.00		0.0000
5				**SUBTOTAL 1:**	($657.40)		
6				**TOTAL CHANGE ORDER COST:**	**($657.40)**		
	THIS BID IS SUBMITTED AS LUMP SUM TO INCLUDE MATERIAL TAX AT TIME OF PURCHASE; TAX WILL NOT APPLY A POINT OF SALE						

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October 20, 2026

Reference # 25-1156 CO #14

Project Price Quotation

Magnolia Science Academy
Contract #SC-027, Change Order #14 and Pricing for MPR Extron Sharelink 2000

Attn: Fernando Villasenor
Del Amo Construction

Per the Request of Rasul Monoshev, Checkpoint will be providing a change order for the following items.

- **Checkpoint will be supplying and installing (1) Extron Sharelink 2000 for the MPR room AV system**

(Any ***exclusions, conditions*** and ***notes*** listed below are part of this price quotation, please read and review carefully)

Add Amount: $ 1,561.25

Note: These prices are calculated at first shift rates based on DIR LOS-2026-1.
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Note: This price excludes all raceways and conduits.

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UL listed Fire Stop Assemblies.
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25-1156 MAGNOLIA SCIENCE ACADEMY - ADD FOR EXTRON SHARELINK FOR MPR - CHECKPOINT CO #14

Line #	Qty	Part #	Part Description	Material Unit (Includes Tax)	Material Resul	Labor Unit	Labor Result
1	1	16-1971-01	EXTRON SHARELINK PRO 2000	$1,262.1250	$1,262.1250		0.0000
2	1	70-1259-01	ESTRON POWER SUPPLY	$95.4825	$95.4825		0.0000
3				**TOTAL MATERIAL:**	$1,357.61		0.00
4			Prevailing Wage - **Regular Rate**: Includes Basic rate, Fringe Benefits, Dues, and Taxes - **1st Shift Field Technician (effective new DIR rates LOS-2026-1)**	$89.180	$0.00		0.0000
5			Prevailing Wage - **Regular Rate**: Includes Basic rate, Fringe Benefits, Dues, and Taxes - **1st Shift Field Mgr. Technician (effective new DIR rates LOS-2026-1)**	$96.550	$0.00		0.0000
6				**SUBTOTAL 1:**	$1,357.61		
7				**OH&P:**	$203.64	*PERCENTAGE*	15%
8				**SUBTOTAL 2:**	$1,561.25		
9				**TOTAL CHANGE ORDER COST:**	**$1,561.25**		
	THIS BID IS SUBMITTED AS LUMP SUM TO INCLUDE MATERIAL TAX AT TIME OF PURCHASE; TAX WILL NOT APPLY A POINT OF SALE						

Prime - PCO #066

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

CE #90099 - RFI 107 - Added double gate south of Basketball court

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	066 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/6 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Client Request
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90099 - RFI 107 - Added double gate south of Basketball court

ATTACHMENTS:

#	Cost Code	Description	Amount
1	32-3200-00 - WI Fences and Gates	Pilgrim RFI 107 Added DBL chain link gate.pdf	$ 6,785.00
		Subtotal:	$6,785.00
		Overhead: 1.50%	$ 101.78
		Fee: 2.50%	$ 172.17
		Insurance: 1.00%	$ 70.59
		GRT: 0.19%	$ 13.55
		Bonds: 1.00%	$ 71.43
		Grand Total:	**$7,214.52**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Pilgrim Fence

ESTABLISHED 1949

Pilgrim Fence Company
3275 E. Florence Ave.
Huntington Park, CA 90255
License# 360110
Tel: (323) 582-8191
Fax: (323) 582-2016
www.pilgrimfence.com

To:
DEL AMO

Date:
5/28/2026

Billing Address:

Contact Person:
AUSTIN

Project:
MAGNOLIA MSA 5 – NW TRASH AREA
ADDED ITEM

Phone Number:

City/State/Zip Code:

Project Address:

Email:

Mobile/Job Site Numbers:

Approx. Starting Date:

Approx. Completion Date:

LOG#:

SCOPE OF WORK: Pilgrim Fence Company is pleased to submit this proposal for work as listed below:
Install ☒ Repair ☐ Relocate ☐ Remove ☐

Labor and Materials to Install Fences & Gates:
BASE BID FURNISHED AND INSTALLED W/ STANDARD PREVAILING WAGE RATES ONLY (NO PLA AGREEMENTS)----------$ 6,785.00

1EA. NEW 36" WIDE X 6' TALL WING PANEL
1EA. NEW 36" OPEN X 6' TALL PED GATE W/ LOCKABLE LATCH

Sent on 5/29

EXCLUSIONS:
PLA AGREEMENTS, PREVAILING WAGES, STAKING, GRADING, CLEARING, GROUNDING, REMOVAL OF EXISTING FENCE, CLALCS, ENGINEERED DRAWINGS, PERMITS, BONDS @ 3.75 %, ALL ELECTRICAL / COUNDUITS, ALL CONCRETE ROLL GATE TRACK PADS / CONCRETE GATE OPERATOR PADS, ALL REBAR / REBAR CAGES, ALL CONCRETE MOW CURBS.

SPECIAL PROVISIONS:

Total Cost: $ **6,785.00**

Terms: NET 30

To Be Determined by Corporate Credit

Price is valid for: 10 Days

By signature below, the customer acknowledges that he/she has read and accepts the Contract terms and conditions set forth on page 2 and inclusive of any attachments.

Accepted By:

Company Name

By: GLENN WASIL (PROJECT MANAGER)

By:

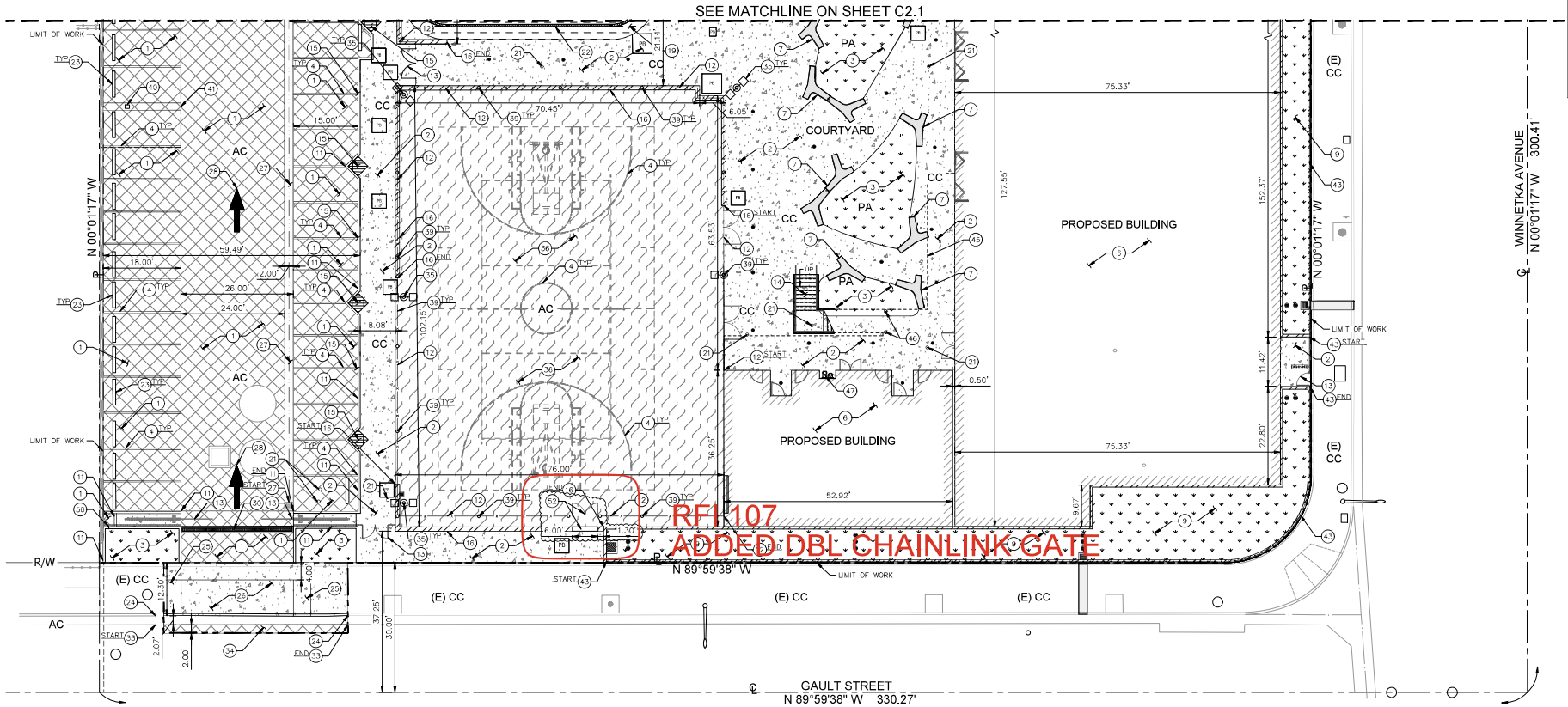
Its:

Its:

Print Name and Title Date

Print Name and Title Date

Western Fence & Supply Company, A California Corporation D/B/A Pilgrim Fence Co.
Buyer shall obtain all permits and variances as may be required.



CONSTRUCTION NOTES:

1. CONSTRUCT 4" THICK AC PAVEMENT OVER EXISTING 6" THICK OF BASE MATERIAL, PER DETAIL 2 ON SHEET C6.0.
2. CONSTRUCT 4" THICK CONCRETE PAVEMENT OVER 4" THICK OF BASE MATERIAL, PER DETAIL 1 ON SHEET C6.0.
3. NEW PLANTER AREA PER ARCHITECTURAL AND LANDSCAPE DRAWINGS.
4. NEW STRIPING PER ARCHITECTURAL SHEET AS1.1.
6. NEW BUILDING PER ARCHITECTURAL DRAWINGS AND STRUCTURAL DRAWINGS.
7. PRECAST BENCHES TO BE SUPPLIED BY OWNER.
9. CONSTRUCT BIOFILTRATION PLANTER BOX PER SHEET C5.0.
11. CONSTRUCT CONCRETE CURB PER DETAIL 7 ON SHEET C6.0.
12. INSTALL CHAINLINK FENCE PER ARCHITECTURAL DRAWINGS.
13. INSTALL GATE PER ARCHITECTURAL DRAWINGS.
14. CONSTRUCT STAIRS PER ARCHITECTURAL DRAWINGS.
15. PROVIDE NEW TREE WITH ADA TREE GRATE PER LANDSCAPE DRAWINGS.
16. CONSTRUCT GRAVITY WALL PER DETAIL 6 ON SHEET C6.0.
19. CONSTRUCT TRACK PER ARCHITECTURAL DRAWINGS.
21. INSTALL CLEANOUT PER UTILITY PLAN.
22. SLOT DRAIN PER UTILITY PLAN.
23. INSTALL WHEELSTOP PER ARCHITECTURAL DRAWINGS.
24. CONSTRUCT CONCRETE CURB PER CITY LOS ANGELES STANDARD PLAN NO. S-410-2 TYPE A. SEE DETAIL 1 SHEET C6.2.
25. CONSTRUCT CONCRETE PAVEMENT PER CITY OF LOS ANGELES STANDARD PLAN NO. S-440-0. SEE DETAIL 2 ON SHEET C6.2.
26. CONSTRUCT DRIVEWAY PER CITY OF LOS ANGELES STANDARD PLAN NO. S-440-4 CASE 3. SEE DETAIL 5 ON SHEET C6.0.
27. CONSTRUCT V-GUTTER PER DETAIL 7 ON SHEET C6.2.

CONSTRUCTION NOTES (cont.):

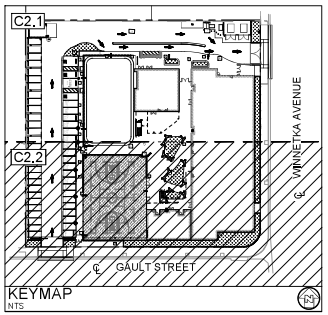
28. NEW PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24A TYPE 1-10' ARROW.
30. TRENCH DRAIN PER UTILITY PLAN.
33. CONSTRUCT CONCRETE GUTTER TO MATCH EXISTING.
34. SAWCUT AND JOIN TO MATCH EXISTING ASPHALT PAVEMENT.
35. PARKING LOT FIXTURE ON POLE WITH FOOTING PER ARCHITECTURAL DRAWINGS.
36. CONSTRUCT 3" THICK AC PAVEMENT OVER 4" THICK OF BASE MATERIAL, PER DETAIL 2 ON SHEET C6.0.
39. INSTALL CHAINLINK FENCE POST PER ARCHITECTURAL DRAWINGS.
40. INSTALL NEW CARPORT COLUMN PER STELLAR SOLAR ELECTRIC DRAWINGS.
41. INSTALL NEW SOLAR CANOPY PER STELLAR SOLAR ELECTRIC DRAWINGS.
43. INSTALL FENCE ON TOP OF BIOFILTRATION PLANTER BOX WALL PER ARCHITECTURAL AND STRUCTURAL DRAWINGS.
45. NEW BUILDING CANOPY PER ARCHITECTURAL AND STRUCTURAL DRAWINGS.
46. INSTALL BUILDING CANOPY POST PER ARCHITECTURAL AND STRUCTURAL DRAWINGS.
47. INSTALL HIGH/LOW DRINKING FOUNTAIN PER ARCHITECTURAL DRAWINGS.
50. ADD 4" WEEPHOLE THROUGH CONCRETE CURB.
52. CONSTRUCT CONCRETE STEPS AND GATE PER ARCHITECTURAL DRAWINGS.

LEGENDS:

- 3" THICK AC PAVEMENT OVER 4" THICK CRUSHED AGGREGATE BASE (CAB), PER DETAIL 2 ON SHEET C6.0.
- 4" THICK AC PAVEMENT OVER EXISTING 6" BASE PER DETAIL 2 ON SHEET C6.0.
- 4" THICK CONCRETE PAVEMENT OVER 4" BASE PER DETAIL 1 ON SHEET C6.0.
- PLANTER AREA PER ARCHITECTURAL AND LANDSCAPE DRAWINGS.
- BUILDING PER SILVER CREEK DRAWINGS.
- TRACK PER ARCHITECTURAL DRAWINGS.
- ADA TREE GRATE PER LANDSCAPE DRAWINGS.
- WALL
- LIMIT OF WORK
- MATCHLINE

SHEET NOTES:

1. FOR GENERAL NOTES, LEGENDS AND ABBREVIATIONS, SEE SHEET C1.0.
2. REFER TO ARCHITECTURAL DRAWINGS FOR OTHER SITE DIMENSIONS AND IMPROVEMENTS NOT SHOWN ON THIS DRAWING.



ENLARGED SITE CONTROL PLAN

10 5 0 10 20

SCALE: 1"=10'

DLRGROUP

Magnolia Public Schools Regular Board Meeting - Agenda - Thursday November 19, 2026 at 6:30 PM

MAGNOLIA SA5

NEW 2-STORY BUILDING & SITE WORK

DSA SUBMISSION
A# 03-124719
Issue Date: 10/1/2026
REVISIONS

75-23204-00

ENLARGED SITE CONTROL PLAN

C2.2

Powered by BoardOnTrack

Prime - PCO #068

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

Off haul spoils from Refreshing the courtyard

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	068 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/6 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Client Request
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90082 - Courtyard - Fine Grading

ATTACHMENTS:

#	Cost Code	Description	Amount
1	32-9000-00 - Planting & Irrigation	Brightview EST 13	$ 4,804.00
		Subtotal:	$4,804.00
		Overhead: 1.50%	$ 72.06
		Fee: 2.50%	$ 121.90
		Insurance: 1.00%	$ 49.98
		GRT: 0.19%	$ 9.59
		Bonds: 1.00%	$ 50.58
		Grand Total:	**$5,108.11**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

BrightView Landscape Development

Potential Change Item

No. 00025

Title: Est. #13 - Courtyard Soil Export

Project: NBCU P409

Attn: Fernando V.
PCL Construction Services Inc
655 N Central Ave Ste 1600,
Glendale, CA 91203

Phone:

Date: Oct 05, 2026

Job: 1010039

Description Of Estimate:

Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	Courtyard Soil Export	0.00	LS	0.00	$4,804.00
				Total :	$4,804.00

Estimated Time Extension 0 **Days**

This estimate will remain in effect for 15 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request.

Notes:

- ☐ **This work will not be done until approved and written change order is issued.**
- ☐ **A signature below authorizes us to proceed with the work described above, at the stated prices.**
- ☐ **Extension of time necessary for this change:** 0 **consecutive working days.**
- ☑ **This work was done in accordance with your order to proceed: Please issue change order.**

Prepared By: Kane Roberts

Date: Oct 05, 2026

Approved By: Fernando V.
PCL Construction Services Inc

Date:

Extra Work Summary

BrightView Landscape Development

Project:	**Magnolia Science Center**	**BVLD Job #**	**1010082**
Revision Title:	**Courtyard Soil Export**		
Date:	**October 5, 2026**	**EST. Number**	**#13**

				LABOR		EQUIPMENT		MATERIAL		UNIT COST		SUBCONTRACTOR		
	Description	Qty	Unit	Labor Rate	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	**TOTAL**
	Hauling	1	LS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,530.00	$4,530.00	$4,530
	Tax on material (9.5%)								$0.00					$0
	OH&P on self-performed work (15%)				$0.00		$0.00		$0.00		$0.00		$0.00	$0
	OH&P on subcontracted work (5%)												$226.50	$227
	Bond													$48
Net Cost change														**$4,804**

Lakeview Trucking LLC
12040 Hoyt St
Sylmar, CA 91342 US
8186053991
albert@lakeviewtrucks.com

Invoice

BILL TO
Brightview Landscape Development Brightview Landscape Development 13691 Vaughn St San Fernando Ca 91340

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4306	09/21/2026	$4,530.00	10/01/2026	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/21/2026	**Super 10 - Hourly**	Super 10 dump truck $130 Job#1010082 Tickets A3672820 hauled out 4 loads in 8 hrs A2665784 hauled out 3 loads in 8 hrs	16	130.00	2,080.00
09/21/2026	**Dump fee**	Lakeview Trucking paid dump fee.	7	350.00	2,450.00

BALANCE DUE **$4,530.00**

Ways to pay

View and pay

Prime - PCO #069

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 69 - CE #90087 - SwchGear & XFMR Grounding T&M

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	069 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/6 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Allowance
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90087 - SwchGear & XFMR Grounding T&M
Safeway COR 18

ATTACHMENTS:

#	Cost Code	Description	Amount
1	33-7000-00 - Electrical Utilities	Safeway COR 18	$ 22,139.04
		Subtotal:	$22,139.04
		Overhead: 1.50%	$ 332.09
		Fee: 2.50%	$ 561.78
		Insurance: 1.00%	$ 230.33
		GRT: 0.19%	$ 44.20
		Bonds: 1.00%	$ 233.07
		Grand Total:	**$23,540.51**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Request For Change Order

To: Del Amo Construction
19191 S. Vermont Avenue
Torrance, CA 90502

Project: Del Amo - Magnolia Science #5

RFC No: 18
Date: 9-8-26
Description: SCOPE:
Electrical Construction: This Change Order Request is for the Added SOW associated with grounding for the transformer, switchgear, and LADWP vault. Please see breakdown attached.

INCLUDES:
This proposal includes all materials, tax, equipment, and labor as needed to provide a complete and operable system for work as described herein.

EXCLUDES:
Overtime
Shift work
Permits & Fees
Anything not expressly included above
Inclusions and Exclusions of the Original Executed Contract will apply to this Change Order

Request For Change Order

To: Del Amo Construction
19191 S. Vermont Avenue
Torrance, CA 90502

Project: Del Amo - Magnolia Science #5

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of $22,139.04 will be added to the contract price.

Original Contract	$420,950.00
Other Approved Change Orders	$364,970.42
Total Contract to Date	$785,920.42
This Request	$22,139.04
Other Pending Requests	$18,528.25
Total Contract plus Pending RFCs	$826,587.71

Authorized Signature: _____ Date: _____
Safeway Building Systems, Inc

Authorized Signature: _____ Date: _____
Del Amo Construction

3133 Mission Inn Avenue | Riverside, CA 92507
Phone (909) 824-6441
Fax (909) 824-0571
www.safewaybsi.com
Lic # B/C-10 387886
Lic # C-46, C-7
ACO# 3998



Since 1980

This Change Order Request is for the Added Scope of Work associated with grounding for the transformer, switchgear, and LADWP vault. The following SOW was performed and tracked on T&M:

- 06/30/2026 – Transformer and switchgear grounding open a trench
- 07/01/2026 – LADWP Vault grounding opening trench
- 07/14/2026 – Trenching and piping of the south gate
- 07/15/2026 – Open trench of the LADWP Grounding
- 07/16/2026 – Opening trench of the LADWP grounding
- 07/27/2026 – Opening trench of the LADWP Vault grounding
- 07/28/2026 – Trenching for the LADWP vault and installation of the grounding rod and wire
- 07/30/2026 – Installation of grounding wire and exothermic welding for LADWP
- 08/24/2026 – Added flexible copper tin coated ground wire for transformer pad for LADWP

3133 Mission Inn Ave | Riverside, CA 92507
Phone (909) 824-6441
Fax (909) 824-0571

www.safewaybsi.com
Since 1980

CA Contractor's License #387886
Class B | C-7 | C-10 | C- 46
ACO #3998

DESIGN.BUILD.SERVICE Safeway ELECTRIC

Since 1980

Change Order Request Form

Customer Del Amo Construction

Project: Magnolia
Job Number: E363525
Date: 9/8/26 COR 18 T&M

Labor Costs

Position	Hours Worked	Hourly Rate	OT Hours	OT Rate	Total Cost
Electrician	62.00	$ 110.02		$ 143.93	$ 6,821.24
Foreman	38.00	$ 125.81		$ 166.65	$ 4,780.78
General Foreman	0.00	$ 130.81		$ 171.65	$ -
				Labor Subtotal	**$ 11,602.02**
				Labor Subtotal w/ 15% OH&P	**$ 13,649.44**

Material Costs

See material breakdown attached		$ 4,618.85
Safety Consumables and Safety Monitoring @ .5% of Labor Subtotal		$ 58.01
	Total	$ 4,676.86
	Sales Tax 9.5%	$ 444.30
	Material Subtotal	**$ 5,121.16**
	Material Subtotal w/ 15% OH&P	**$ 6,024.90**

Subcontractors

Backhoe Operator		$ 2,095.00
	Subcontract Subtotal	**$ 2,095.00**
	Subcontract Subtotal w/ OH & P 15%	**$ 2,464.71**

Total Change Order Due **$ 22,139.04**

JOB 8247 9035: DAC MAGNOLIA COR 1...
ESTIMATE 1 4007:
DATA SET 11 CommTSC/EST/NECA 07/14 M...

PRINTED 9/8/2026 9:20:36 AM
MATERIAL Primary
LABOR Primary

NOTES

Item				Material
Size	Item Desc	Qty	UOM	Mat Ext
Section : Section 001: T&M - 7-14-26				
1"	PVC SCH 40	40.00	FEET	94.20
1"	PVC COUPLING	4.00	EACH	1.92
Subtotals for Section : Section 001: T&M - 7-14-26				96.12
Section : Section 002: T&M - 7-28-26				
5/8X8	COPPER GROUND ROD	10.00	EACH	900.00
2/0	BARE CU STR TIN	320.00	FEET	2,121.60
Subtotals for Section : Section 002: T&M - 7-28-26				3,021.60
Section : Section 003: T&M - 7-30-26				
	CADWELD EXOTHERMIC WELD METAL	35.00	EACH	957.07
2/0	BARE CU STR TIN	25.00	FEET	165.75
Subtotals for Section : Section 003: T&M - 7-30-26				1,122.83
Section : Section 004: T&M - 8-24-26				
	CADWELD EXOTHERMIC WELD METAL	10.00	EACH	273.45
4/0	BARE CU STR TIN	10.00	FEET	104.85
Subtotals for Section : Section 004: T&M - 8-24-26				378.30
Grand Totals				4,618.85

DESIGN.BUILD.SERVICE
Safeway ELECTRIC

Time and Material Report

Date: 06.30.2026
Day of week: Tuesday

Project name: Del Amo - Magnolia. Science#5

Job# E363525. C018.16918

Description of work: Transformer and Switchgear grounding

open a trench

Safeway Electric Labor Name	Regular Hrs worked	OT Hrs worked	Safeway Electric Labor Name	Regular Hrs worked	OT Hrs Worked
Erhan AVUNA	8				
operator	5				

Qty materials used:	Description of materials:

Contractor Signature: _____ Date: 6-30-26

3133 Mission Inn Ave Riverside, CA 92507
Phone (909) 824-6075

www.safewaybsi.com

CA Contractor's License #387886
Class B | C-7 | C-10 | C-46

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Safeway ELECTRIC

Time and Material Report

Date: 07.01.2026
Day of week: Wednesday

Project name: Del Amo - Magnolia Science #5

Job# E363525
CO18.16918

Description of work: LADWP Vault grounding opening trench

Safeway Electric Labor Name	Regular Hrs worked	OT Hrs worked	Safeway Electric Labor Name	Regular Hrs worked	OT Hrs Worked
Erhan AYYNA	8				
Danny Chacon	8				

Qty materials used:	Description of materials:

Contractor Signature [signature] Date: 07/01/26

3133 Mission Inn Ave Riverside, CA 92507
Phone (909) 824-6075
www.safewaybsi.com
CA Contractor's License #387886
Class B | C-7 | C-10 | C-46

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Safeway ELECTRIC

Time and Material Report

Date: 07. 14. 2026
Day of week: TUESDAY

Project name: Del Amo
Magnolia Science#5

Job# E363525

Description of work: Trenching an piping of the south gate

Safeway Electric Labor Name	Regular Hrs worked	OT Hrs worked	Safeway Electric Labor Name	Regular Hrs worked	OT Hrs Worked
Elijah S	7				
Erhan AYUNA	3				

Qty materials used:	Description of materials:
40 ft	1" PVC conduit
4	1 PVC coupling

Contractor Signature _____ Date: 7-15-26

3133 Mission Inn Ave Riverside, CA 92507
Phone (909) 824-6075
www.safewaybsi.com

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CA Contractor's License #387886
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Safeway ELECTRIC

Time and Material Report

Date: 01.15.2026
Day of week: Wednesday

Project name: Del Amo Magnolia Science

Job: E363-525 EOM 16919

Description of work: Open trench of the LADWP grounding

Open trench of the LADWP Grounding

Safeway Electric Labor Name	Regular Hrs worked	OT hrs worked	Safeway Electric Labor Name	Regular Hrs worked	OT Hrs Worked
Danny Chacon	8				
Elijah S	8				
Erhan Avuna	2				

Qty materials used	Description of materials

Contractor Signature: [signature] Date: 1-15-26

Safeway ELECTRIC

Time and Material Report

Date: 07 16 2026
Day of week: Thursday

Project name: Del Amo
Magnolia Science #5

Job#
E363525
C0181698

Description of work: Open in trench of the LADWP grounding

Safeway Electric Labor Name	Regular Hrs worked	OT Hrs worked	Safeway Electric Labor Name	Regular Hrs worked	OT Hrs Worked
Danny Chacon	8				
Elijah S	8				

Qty materials used:	Description of materials:

Contractor Signature: _____ Date: 7-16-26

DESIGN.BUILD.SERVICE
Safeway ELECTRIC

Time and Material Report

Date: 07-27-2026
Day of week: Monday

Project name: Del Amo
Magnolia Science #5

Job# E363525
C018.16918.

Description of work: Opening trench of the LADWP Vault
grouinging

Safeway Electric Labor Name	Regular Hrs worked	OT Hrs worked	Safeway Electric Labor Name	Regular Hrs worked	OT Hrs Worked
Elijah S	7				
Erhen Arvuca	1				

Qty materials used:	Description of materials:

Contractor Signature _____ Date: 7-27-26

3133 Mission Inn Ave Riverside, CA 92507
Phone (909) 824-6075
www.safewaybsi.com
CA Contractor's License #387886
Class B | C-7 | C-10 | C-46

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Powered by BoardOnTrack

DESIGN.BUILD.SERVICE
Safeway ELECTRIC

Time and Material Report

Date: 07-28-2026
Day of week: Tuesday

Project name: Del Amo
Magnolia Science#5

Job#
E363525
C018.16918

Description of work: Trenching for the LADWP vault, and installation of the grounding rod and wire

Safeway Electric Labor Name	Regular Hrs worked	OT Hrs worked	Safeway Electric Labor Name	Regular Hrs worked	OT Hrs Worked
Erhan AYUNA	6	~~1~~			
Elijah S	8	1			

Per conv w Erhan

Eq broke

Qty materials used:	Description of materials:
320 ft	2/0 cu. wire bare
10	5/8 x8 groun ding rod

Material was changed to 2/0 tin wire. The materials shown on T&M will be VOIDED and the bill of materials will reflect the corrected material.

Contractor Signature _____ Date: 7/28/26

Safeway ELECTRIC
DESIGN BUILD SERVICE

Time and Material Report

Date: 07.30.2026
Day of week: Thursday

Project name: DEL AMO
MAGNOLIA SCIENCE #5

Job# E363525
C018.16918

Description of work: Installation of grounding wire and exothermic welding for LADWP

Safeway Electric Labor Name	Regular Hrs worked	OT Hrs worked	Safeway Electric Labor Name	Regular Hrs worked	OT Hrs Worked
Erhan AYUNA	6				
Elijah S	2				

Qty materials used:	Description of materials:
25 ft	2/0 CU wire bare
35	Cad weld Exothermic weld metal

Material was changed to 2/0 tin wire. The materials shown on T&M will be VOIDED and the bill of materials will reflect the corrected material.

Contractor Signature _____ Date: 7-30-26

DESIGN.BUILD.SERVICE
Safeway ELECTRIC

Time and Material Report

Date: 8-24-26
Day of week: Monday

Project name: Magnolia Science

Job# E363525
CO18.16918

Description of work: Added flexible copper tin coated ground wire for transformer pad site For LADWP

Safeway Electric Labor Name	Regular Hrs worked	OT Hrs worked	Safeway Electric Labor Name	Regular Hrs worked	OT Hrs Worked
Erhan Avuna	2				

Qty materials used:	Description of materials:
10 Ft	Flexible braided copper (tin coated)
10 pcs	Cat weld kit

Contractor Signature [signature] Date: 8-26-26

3133 Mission Inn Ave Riverside, CA 92507
Phone (909) 824-6075
www.safewaybsi.com

"Empowering Thousands to Grow and Dream since 1980"

CA Contractor's License #387886
Class B | C-7 | C-10 | C-46

Powered by BoardOnTrack

Prime - PCO #071

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 71 - CE #90104 - RFI #170: Building Address Numbers Signage

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	071 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/13 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:	RFI #170	**CHANGE REASON:**	Design Change
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90104 - RFI #170: Building Address Numbers Signage Clarification
Per response to RFI #170: Building Address Numbers Signage Clarification - furnish and install one (1) set of 12" x 1/2" laser-cut acrylic, pin-mounted building address numbers "7111", painted to match screen color specs, at the location depicted on the approved proof. Includes design, fabrication, and installation. Pricing per Sprint Signs Proposal No. 250576-11 dated 10/09/2026: $1,730.00 (Material $790.00, Design $85.00, Installation $855.00). Excludes sales tax, sign permits, structural engineering, and electrical.

ATTACHMENTS:

FW__Magnolia_5_-_RFI_170_Response.msg_

#	Cost Code	Description	Amount
1	10-1400-00 - Directories/Signage	F&I 12" acrylic address numbers "7111" per RFI #170 - Sprint Signs Proposal 250576-11	$ 1,730.00
		Subtotal:	$1,730.00
		Overhead: 1.50%	$ 25.95
		Fee: 2.50%	$ 43.90
		Insurance: 1.00%	$ 18.00
		GRT: 0.19%	$ 3.45
		Bonds: 1.00%	$ 18.21
		Grand Total:	**$1,839.51**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

SPRINT SIGNS
DESIGN • INSTALLATION • SERVICE

PROPOSAL

250576-11

Date: 10/09/2026
Expires: 11/08/2026
Drawing Numbers:

Project: Del Amo Construction - Magnolia Science MSA-5 Increment 2 (Prevailing Wage): Directories/Signage

Client: Del Amo Construction
23840 Madison St,
Torrance, CA 90505

,

Contact: Josh Abraham 424-571-5033 jabraham@delamoconstruction.com

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Price:	Qty:	Item Total:
1qty set of 12"x.5" laser cut acrylic address numbers "7111" painted per screen color specs.	$790.00	1	$790.00
Design	$85.00	1	$85.00
Installation at location depicted on approved proof.	$855.00	1	$855.00
		Subtotal:	**$1,730.00**
		Total:	**$1,730.00**

DVBE #2020296
California Contractor's License #1039243
C45 – Electrical Signs | D42 – Non-Electrical Signs

www.SprintSigns.net 858.278.6152 office
9177 Chesapeake Drive, San Diego CA 92123

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.

Salesperson: Josh Grimes

Buyer_____Seller_____

www.squarecoil.com

SPRINT SIGNS
DESIGN • INSTALLATION • SERVICE

PROPOSAL

250576-11

Date: 10/09/2026
Expires: 11/08/2026
Drawing Numbers:

Project: Del Amo Construction - Magnolia Science MSA-5 Increment 2 (Prevailing Wage): Directories/Signage

Client: Del Amo Construction
23840 Madison St,
Torrance, CA 90505

,

Contact: Josh Abraham 424-571-5033 jabraham@delamoconstruction.com

Salesperson: Josh Grimes

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____

www.squarecoil.com

Prime - PCO #072

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 72 - #130.5: LID Planter Extension Wall Shot Pin Requirement Clarification - Plaster Component

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	072 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/22 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Unforeseen Condition
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90084 - #130.5: LID Planter Extension Wall Shot Pin Requirement Clarification
Per RFI #130.6 (LID Planter Wall Uneven Concrete and Revised Framing), furnish and install a smooth concrete-look plaster finish at the planter wall face (4' x 8', 32 SF) over the installed DensGlass: vinyl perimeter trim, Parex mesh/base coat, leveling skim coat, tinted primer, and two coats of Parex Image Smooth Finish in concrete gray, per MD Drywall COR #002 ($3,991).

ATTACHMENTS:

#	Cost Code	Description	Amount
1	09-1000-00 - Drywall & Steel Studs	MD Drywall COR 2	$ 3,991.00
		Subtotal:	$3,991.00
		Overhead: 1.50%	$ 59.87
		Fee: 2.50%	$ 101.27
		Insurance: 1.00%	$ 41.52
		GRT: 0.19%	$ 7.97
		Bonds: 1.00%	$ 42.02
		Grand Total:	**$4,243.65**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

407 W. Imperial Hwy, Suite H304
Brea, CA 92821

Change Order Request

COR # : 002
CP #: N/A
Date : 10/8/26
Project Number: 25034
Project Name: **Magnolia SA 5**

ATTN: **Fernando Villasenor**
Del Amo Construction

Description:

Furnish and install a smooth concrete-look finish at one 4' high x 8' wide planter wall face (32 SF) over previously installed DensGlass. Include 24 LF of face-mounted vinyl perimeter trim, Parex 355 mesh embedded in Parex 121 Dry base coat, a leveling skim coat, SikaWall-15 Tinted Primer, and two coats of Parex Image Smooth Finish in concrete gray. Include surface preparation, coating return visits, equipment, delivery, and cleanup. 3 days to complete work due to drying time and curing process.

Description		Costs
Labor		$2,264
Material		$943
Equipment		$113
Delivery		$150
General Conditions	10%	$347
Fee	5%	$173
Total		$3,991

Exclusions
Overtime and Off Hours
Framing and DensGlass
Waterproofing and Flashing
Demolition of Any Kind
Back, Top, and Side Return Surfaces
Other Trade Sealants / Repairs
Additional Areas Beyond 32 SF
Temporary Walls
Dumpsters

[ ] We have proceeded with this change.

[X] We have not proceeded with this change.

BY: Andrew Meda
COMPANY: MD Drywall Inc.
DATE: 10/08/26

CO # 002
CP # N/A
Date: 10/8/26

Field Labor

Hours	Units	Rate	Description	Costs
1.0	MH	$102.00	Foreman: coordination and layout	$102.00
2.0	MH	$94.00	Protect area and prepare DensGlass face	$188.00
2.0	MH	$94.00	Install face-mounted vinyl trim, 24 LF	$188.00
3.0	MH	$94.00	Mix 121 Dry and embed 355 mesh	$282.00
4.0	MH	$94.00	Apply 121 Dry leveling skim coat	$376.00
1.0	MH	$94.00	Sand cured base flat and remove dust	$94.00
2.0	MH	$94.00	Apply SikaWall-15 Tinted Primer	$188.00
3.0	MH	$94.00	Apply Image Smooth first finish coat	$282.00
4.0	MH	$94.00	Sand and apply second finish coat	$376.00
2.0	MH	$94.00	Remove protection and final cleanup	$188.00
24.0	**Total Man Hours**		**Labor Subtotal**	**$2,264.00**

Material

Qty	Units	U/C	Description	Costs
1	Bag	$55.00	Parex 121 Dry base / skim, 50 lb	$55.00
1	Roll	$145.00	Parex 355 mesh, 38 in. x 150 ft.	$145.00
3	Each	$45.00	Vinyl perimeter trim, 10 ft. lengths	$135.00
1	Pail	$195.00	SikaWall-15 Tinted Primer, 5 gal	$195.00
1	Pail	$250.00	Parex Image Smooth, gray, 5 gal	$250.00
1	Lot	$75.00	Masking, abrasives, rollers, trim fasteners	$75.00
			Material Before Tax	**$855.00**
			10.25% Tax	$87.64
			Material Subtotal	**$942.64**

Equipment

Qty	Units	U/C	Description	Costs
1	Lot	$113.20	Mixer &, hand tools (5% labor)	$113.20
			Equipment Subtotal	**$113.20**

Delivery

Qty	Units	U/C	Description	Costs
1	Trip	$150.00	Material delivery	$150.00
			Delivery Subtotal	**$150.00**

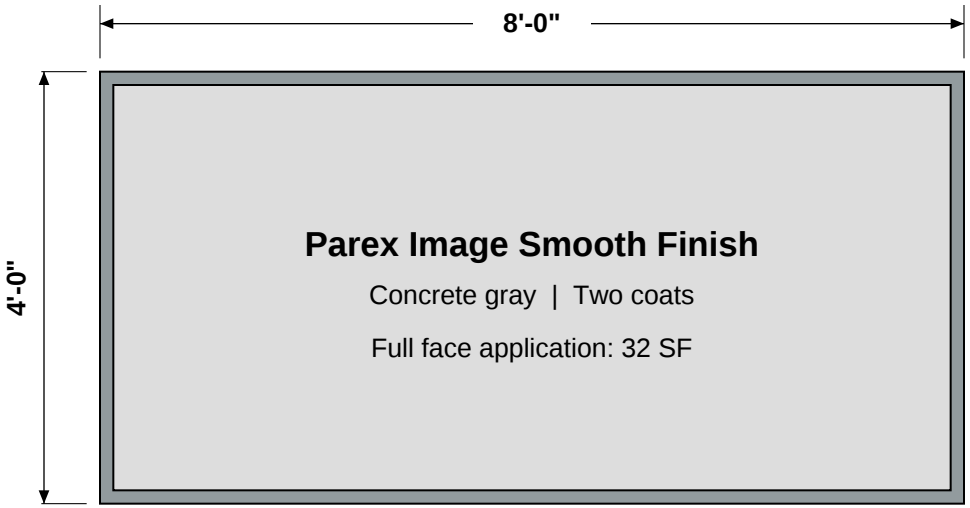
PROPOSED FINISH DETAIL

COR 002 | Planter wall face | 4 ft high x 8 ft wide

October 8, 2026

1 WALL ELEVATION

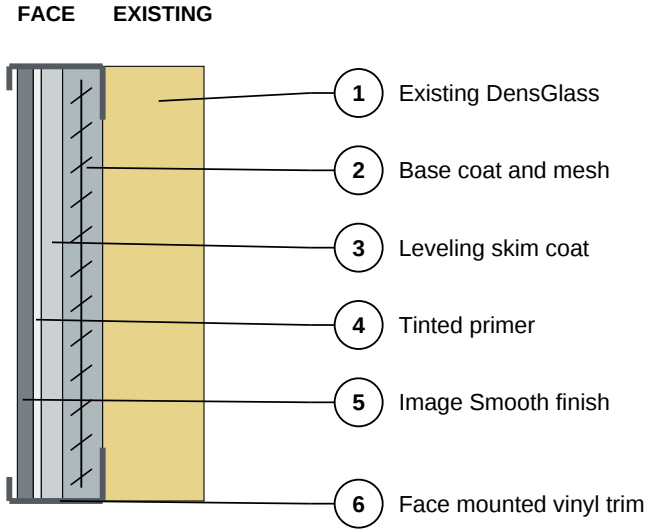
NTS



Continuous vinyl perimeter trim at the top, bottom and both ends. **24 LF total.**

2 TYPICAL SECTION

NTS



Coating thicknesses shown diagrammatically.

ASSEMBLY COMPONENTS

1 Existing substrate
Previously installed 1/2 in. DensGlass sheathing.

2 Reinforced base coat
Parex 355 Standard Mesh fully embedded in Parex 121 Dry Basecoat & Adhesive.

3 Leveling skim coat
Parex 121 Dry, prepared for primer and smooth finish.

4 Primer
SikaWall-15 Tinted Primer.

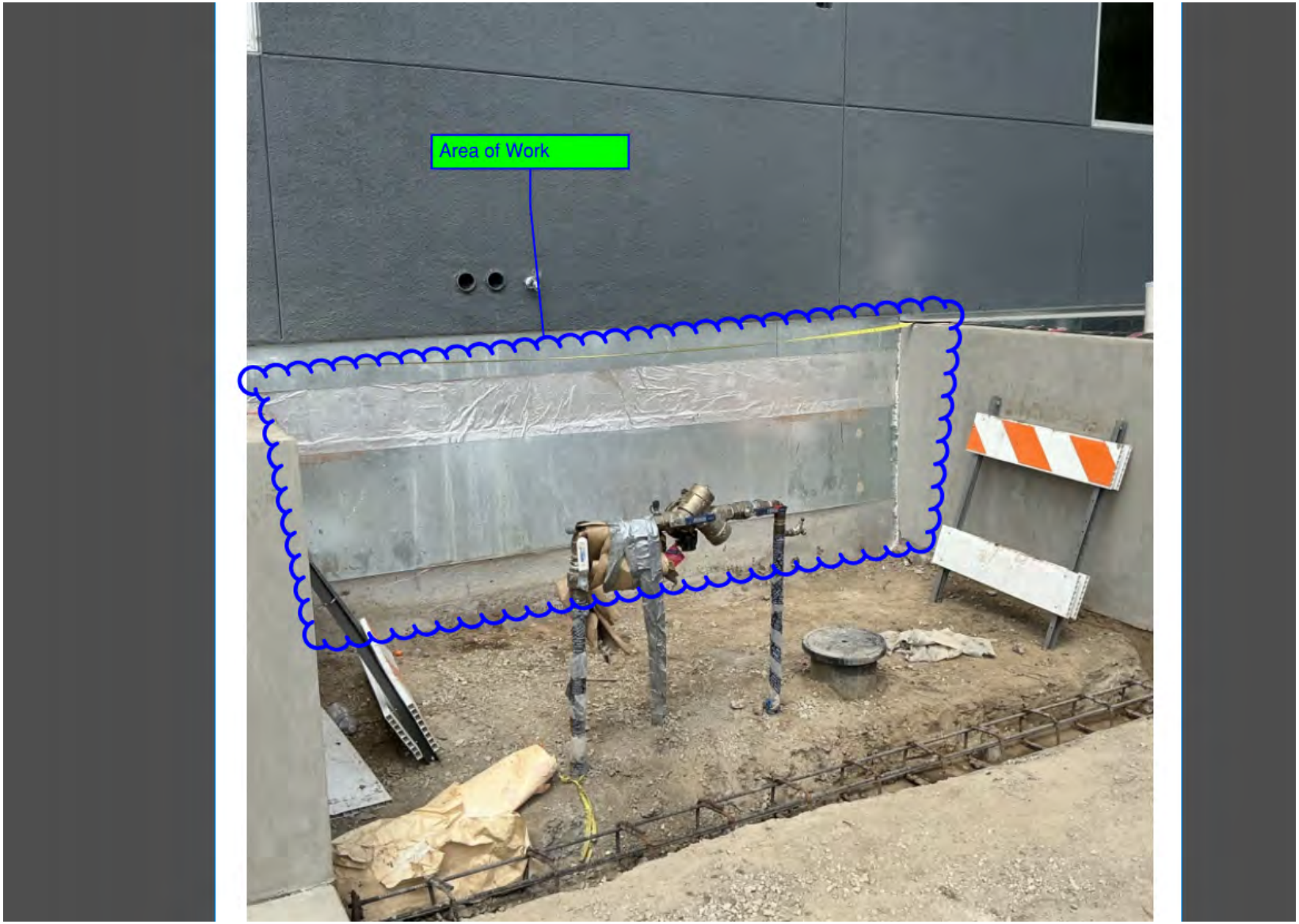
5 Finish
Two coats of Parex Image Smooth Finish in concrete gray.

6 Perimeter trims
Continuous vinyl trim on the face side at the top, bottom and both ends.

SITE PHOTO

COR 002 | Plaster Skim Coat at Planter Wall

October 8, 2026



Prime - PCO #073

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 73 - CE #90105 - Safeway COR 36 - Procure and Install (2) 40A Breakers

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	073 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/22 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Client Request
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90105 - Safeway COR 36 - Procure and Install (2) 40A Breakers
Per Safeway Building Systems COR #36 dated 10/13/2026 - Added scope to procure and install two (2) Eaton 40A, 3-pole breakers and verify proper operation. Includes all materials, tax, equipment and labor. Excludes overtime, shift work, permits & fees. COR total: $2,406.14.

ATTACHMENTS:
COR_36_Complete_Cost_for_the_Added_SOW_to_Procure_and_Install_2_40a_Breakers.pdf_

#	Cost Code	Description	Amount
1	33-7000-00 - Electrical Utilities	Safeway COR 36 - (2) 40A Breakers	$ 2,406.14
		Subtotal:	$2,406.14
		Overhead: 1.50%	$ 36.09
		Fee: 2.50%	$ 61.06
		Insurance: 1.00%	$ 25.03
		GRT: 0.19%	$ 4.80
		Bonds: 1.00%	$ 25.33
		Grand Total:	**$2,558.45**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Request For Change Order

To: Del Amo Construction
19191 S. Vermont Avenue
Torrance, CA 90502

Project: Del Amo - Magnolia Science #5

RFC No: 36
Date: 10/13/2026
Description: SCOPE:
Electrical Construction: This Change Order Request is for the Added SOW to install 2 Eaton 40A, 3-pole breakers and verify proper operation. Please see breakdown attached.

INCLUDES:
This proposal includes all materials, tax, equipment, and labor as needed to provide a complete and operable system for work as described herein.

EXCLUDES:
Overtime
Shift work
Permits & Fees
Anything not expressly included above
Inclusions and Exclusions of the Original Executed Contract will apply to this Change Order

** Safeway Electric can only hold the pricing for 30 business days. After such date, and if needed, a revised price will be issued that will reflect current market value on commodity materials. This 30-business day includes client review, any change requests and final acceptance.**

Request For Change Order

To: Del Amo Construction
19191 S. Vermont Avenue
Torrance, CA 90502

Project: Del Amo - Magnolia Science #5

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of $2,406.14 will be added to the contract price.

Original Contract	$420,950.00
Other Approved Change Orders	$366,575.37
Total Contract to Date	$787,525.37
This Request	$2,406.14
Other Pending Requests	$92,776.46
Total Contract plus Pending RFCs	$882,707.97

Authorized Signature: _____ Date: _____
Safeway Building Systems, Inc

Authorized Signature: _____ Date: _____
Del Amo Construction

3133 Mission Inn Avenue | Riverside, CA 92507
Phone (909) 824-6441
Fax (909) 824-0571
www.safewaybsi.com
Lic # B/C-10 387886
Lic # C-46, C-7
ACO# 3998

DESIGN.BUILD.SERVICE
Safeway ELECTRIC
Since 1980

Change Order Request Form

Customer Del Amo Construction

Project: Magnolia
Job Number: E363525
Date: 10/13/26 COR 36

Labor Costs

Position	Hours Worked	Hourly Rate	OT Hours	OT Rate	Total Cost
Electrician	3.00	$ 110.02		$ 143.93	$ 330.06
Foreman @ 15% of Labor HRS	0.45	$ 125.81		$ 166.65	$ 56.61
General Foreman @ 5% of Labor	0.17	$ 130.81		$ 171.65	$ 22.56
				Labor Subtotal	**$ 409.24**
				Labor Subtotal w/ 15% OH&P	**$ 481.46**

Material Costs

(2) - 40a Breakers		$ 1,492.00
Safety Consumables and Safety Monitoring @ .5% of Labor Subtotal		$ 2.05
	Total	$ 1,494.05
	Sales Tax 9.5%	$ 141.93
	Material Subtotal	**$ 1,635.98**
	Material Subtotal w/ 15% OH&P	**$ 1,924.68**

Total Change Order Due **$ 2,406.14**

Prime - PCO #074

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 74 - CE #90055 - Added WAPs for Solar

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	074 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/22 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Design Change
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90055 - Added WAPs for Solar
Per GSEs email request on 7/18/26
Per Time & Alarm Systems (Sciens) T&M quote dated 10/22/2026 - Install OSP Gamechanger cable and (2) owner furnished wireless access points (OFCI WAPs) at the solar structure, including installation, programming and testing. Excludes electrical work including power or pathways. Quote total: $2,250.00.

ATTACHMENTS:

Magnolia Science Academy - Change Order for added WAP locations.msg_ _TAS Quote - T&M - Gamechanger & OFCI WAPs.pdf_

#	Cost Code	Description	Amount
1	27-1000-00 - Distributed Antenna Sys (DAS)	TAS T&M Quote - Gamechanger cable & (2) OFCI WAPs at Solar	$ 2,250.00
		Subtotal:	$2,250.00
		Overhead: 1.50%	$ 33.75
		Fee: 2.50%	$ 57.09
		Insurance: 1.00%	$ 23.41
		GRT: 0.19%	$ 4.49
		Bonds: 1.00%	$ 23.69
		Grand Total:	**$2,392.43**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

TIME & ALARM SYSTEMS TAS
A DIVISION OF: sciens Building Solutions

3828 WACKER DRIVE
MIRA LOMA, CA. 91752
(951) 685-1761 FAX: (951) 685-1441

QUOTATION/ WORK ORDER

TO: **Del Amo Construction**
19191 S Vermont Ave, Suite 950
Torrance, CA 90502
ATTN: **Austin Duarte**

DATE: 22-Oct-26
PROJECT: Magnolia Science Academy
T&M - Gamechanger and OFCI WAPs

WE ARE PLEASED TO QUOTE AS FOLLOWS: ESTIMATED

F.O.B. JOBSITE | TERMS: [ ] CASH WITH ORDER [ ] C.O.D. [XXX] NET 30 DAYS FROM DATE OF INVOICE [ ] OTHER SPECIFY

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Scope:		
	Install osp gamechanger cable and (2) owner furnished wireless access points at the solar structure.		
	Material Included:		
1	Lot of OSP Gamechanger Cable	$991.99	$991.99
2	Data Biscuits	$15.12	$30.24
2	Data Jacks	$5.67	$11.34
4	RJ-45 Connectors	$1.62	$6.48
	Material Subtotal:		$1,040.05
	Sales Tax:		$101.40
	Shipping & Handling:		$41.60
	Material Total:		**$1,183.06**
	Labor Incuded:		
8	Electrician - Sound Installer DIR No.1000000832 exp 6/30/2027 Technician Labor for installation, programming and testing		
	Labor Total:		**$862.16**
	Contractor Markup:		**$204.52**
	Exclusions:		
	Electrical work including power or pathways of any kind. Any work or material not specifically listed is excluded.		
		Subtotal	$2,249.74
		Tax	Included
	ABOVE PRICES FIRM FOR : 30 DAYS.	S&H	Included
	Corporate Approval:	**TOTAL**	**$2,250.00**

PREPARED BY:	SUBMITTAL REQUIRED: NO. OF COPIES	VENDOR:	JOB #:
Ted Wedel	NO YES		

AUTHORIZATION/SIGNATURE:_____ DATE:_____ P.O. #:_____

Prime - PCO #076

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 76 - CE #90107 - CCS Janitorial Quote 26.535 - Power Wash Sidewalks/Hardscape, Parking Areas & Stairwells

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	076 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/24 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Client Request
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90107 - CCS Janitorial Quote 26.535 - Power Wash Sidewalks/Hardscape, Parking Areas & Stairwells
Power wash sidewalks/hardscape, parking areas, and stairwells at Magnolia 5 (7111 Winnetka Ave) per C C S Janitorial Co Quote #26.535 (Walter Palencia, received 10/15/26). Lump sum $9,800.00. All supplies and equipment by CCS. Excludes: $500.00 per visit charge if site is not prepared on schedule; $50.00/hr per man for recleaning. Work scheduled to start Tuesday 10/27/26.

ATTACHMENTS:
DAC Quote 26.535-Magnolia 5 .pdf

#	Cost Code	Description	Amount
1	01-7450-00 - Final Cleaning	CCS Janitorial Quote 26.535 - Power wash sidewalks/hardscape, parking areas, stairwells	$ 9,800.00
		Subtotal:	$9,800.00
		Overhead: 1.50%	$ 147.00
		Fee: 2.50%	$ 248.68
		Insurance: 1.00%	$ 101.96
		GRT: 0.19%	$ 19.57
		Bonds: 1.00%	$ 103.17
		Grand Total:	**$10,420.38**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Quote

Quote # 26.535

C C S Janitorial Co
11301 W Olympic Blvd STE 488
Los Angeles, CA 90064
(818) 523-7947

TO: **Del Amo Construction, LLC**
19191 S Vermont Ave Suite 950
Torrance, California 90502

CONTACT NAME	JOB	PAYMENT TERMS	APPROX. SQ. FT.
Walter Palencia	Magnolia 5 7111 Winnetka Ave Winnetka, CA 91306		

JOB DESCRIPTION	PRICE
Power wash: sidewalks/hardscape, parking areas, stairwells	$9,800.00

If this project cannot be completed on schedule due to the project site unprepared, there will be an additional charge of $500.00 per visit. A charge of $50.00 an hour per man will be applied for recleaning. All supplies and equipment necessary to perform the job will be provided by C C S Janitorial. At the end of each cleaning phase, both a construction representative and C C S Janitorial will inspect the site to assure satisfaction. Price is subject to change.

TOTAL	$9,800.00

This is a quotation on the Service and/or goods as above-listed and expires within the dates shown above.

Sign Here: _____ *Date:* _____

Print Name: _____

Prime - PCO #077

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 77 - CE #90103 - RFI #086 Parking Lot ADA Ramp Handrails

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	077 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/26 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Design Change
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	Anticipated
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90103 - RFI #086: Parking Lot ADA Ramp Handrails
Per DLR Group's revised response to RFI #086 (10/12/2026): provide 34" handrails on both sides of the north and south parking lot ADA ramps, 36" clear. Premier Steel COR 588-10, $8,263.79, received 10/20/2026.
Time: (c) This change affects the critical path; the time impact will be included in DAC's consolidated time extension request, Cost: This PCO prices the direct cost of the work described.

ATTACHMENTS:

RFI 086 Parking Lot ADA Ramp Handrail Clarification_Reposne DLR_26-1009 R.pdf _ _FW__03-124719__Magnolia_Science_Academy_5_-_Inc_2__Response_to_RFI_086__Parking_Lot_ADA_Ramp_Handrail_Clarification.msg

#	Cost Code	Description	Amount
1	05-1000-00 - Structural Steel / Metals	Premier COR 588-10 - RFI 086 ADA ramp handrails (rec'd 10/20/26)	$ 8,263.79
		Subtotal:	$8,263.79
		Overhead: 1.50%	$ 123.96
		Fee: 2.50%	$ 209.69
		Insurance: 1.00%	$ 85.97
		GRT: 0.19%	$ 16.50
		Bonds: 1.00%	$ 87.00
		Grand Total:	**$8,786.91**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

13345 Estelle St.
Corona, CA 92879
Office (951) 356-6655 / Fax (951) 356-6466
Lic No: 1021990

Change Order Request

Date:	October 20, 2026	**PSS COR:**	588-10
To:	Del Amo Construction	**Project Name:**	Magnolia
Attention:	Fernando Villasenor	**Project Location:**	Winnetka

Description of Change

Document: RFI 086

CO Status: Pending

Description: Furnish & Install 34" High Galvanized Railing at Parking Lot ADA Ramp Per Rfi - 086.

Notes:

Pricing

Furnish & Install 34" High Galvanized Railing at Parking Lot ADA Ramp Per Rfi - 086.

Detailing	4	Hrs	at	$80.00	=	$320.00
Labor Shop	24	Hrs	at	$75.00	=	$1,800.00
Ironworker	8	Hrs	at	$130.00	=	$1,040.00
Welder	8	Hrs	at	$135.00	=	$1,080.00
Foreman	0	Hrs	at	$140.00	=	$0.00
Material	522	Lbs	at	$2.15	=	$1,122.30
Bolts/Hardware	1	Ls	at	$75.00	=	$75.00
Galvanizing	522	Lbs	at	$1.30	=	$678.60
Welding Rig	1	Days	at	$350.00	=	$350.00
Delivery - Runner	1	Ea	at	$400.00	=	$400.00
Delivery - Semi	0	Ea	at	$1,100.00	=	$0.00
Equipment	0				=	$0.00
Consumables	16	Hrs	at	$6.00		$96.00
Safety and PPE	16	Hrs	at	$8.00		$128.00
Small Tools/Mainten	16	Hrs	at	$6.00		$96.00
				Sub-Total COR	**=**	**$7,185.90**
				15% OH/P	**=**	**$1,077.89**
				Total COR	**=**	**$8,263.79**

We anticipate the following changes will impact the schedule by :

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
P: (310) 378-6203
F: (310) 378-4663

Project: 2025-089 Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

RFI #086: Parking Lot ADA Ramp Handrail Clarification

Revision	0	**Status**	Closed on 10/13/26
To	Austin Duarte (Del Amo Construction LLC)	**From**	Austin Duarte (Del Amo Construction LLC) 19191 S. Vermont Ave #950 Torrance, California 90502
Date Initiated	May 4, 2026	**Due Date**	May 11, 2026
Location		**Project Stage**	Course of Construction
Spec Section			
Drawing Number		**Reference**	
Linked Drawings			
		Sub Job	
Copies To	Austin Duarte (Del Amo Construction LLC), Fernando Villasenor (Del Amo Construction LLC)		

ADDITIONAL FIELDS

Priority	**Expected Response Date**

Activity

Question

Question from Austin Duarte Del Amo Construction LLC *on Monday, May 4, 2026 at 10:59 AM PDT*

Sheet C3.1 indicates a ramp at 5.54% slope with no handrail. In DAC's experience with ADA code, a ramp that exceeds 4.99% slope must have a handrail.

1) Please clarify if this ramp will require a handrail or provide direction.

Attachments
RFI #086 Parking Lot ADA Ramp Handrail Clarification.pdf

Official Response

Response from Lyndsey Hurrell Del Amo Construction LLC *on Thursday, May 21, 2026 at 03:23 PM PDT*

Ruben Markarian (DLR Group)
May 19, 2026 at 5:43 PM PDT

Please see attached for DLRG's response. This response applies to both ramps: on the north, which is at question here and the ramp on the south.

Attachments
RFI 086 Parking Lot ADA Ramp Handrail Clarification_Reposne DLRG.pdf

Official Response

Response from Lyndsey Hurrell Del Amo Construction LLC *on Monday, May 11, 2026 at 11:56 AM PDT*

Narek Torosian (DLR Group)
May 11, 2026 at 11:31 AM PDT

Yes we need a handrail. We are solving the pullbox conflict at the ramp and updating the grading plan. Once done, we will issue a drawing with handrail detail and length.

RFI #086 - Parking Lot ADA Ramp Handrail Clarification **Project: 2025-089 Magnolia Science MSA-5 Increment 2**

All Replies

Response from Austin Duarte Del Amo Construction LLC *on Tuesday, Oct 13, 2026 at 09:10 AM PDT*

Ruben Markarian (DLR Group)
October 12, 2026 at 3:09 PM PDT

Given that the field conditions of this slope (after the construction of the ramp) are more than 5%, please see our revised response to RFI 86 attached.

RM, DLRG
10/12/2026

Attachments
RFI 086 Parking Lot ADA Ramp Handrail Clarification_Reposne DLR_26-1009 R.pdf

Response from Lyndsey Hurrell Del Amo Construction LLC *on Thursday, May 21, 2026 at 03:23 PM PDT*

Ruben Markarian (DLR Group)
May 19, 2026 at 5:43 PM PDT

Please see attached for DLRG's response. This response applies to both ramps: on the north, which is at question here and the ramp on the south.

Attachments
RFI 086 Parking Lot ADA Ramp Handrail Clarification_Reposne DLRG.pdf

Response from Lyndsey Hurrell Del Amo Construction LLC *on Monday, May 11, 2026 at 11:56 AM PDT*

Narek Torosian (DLR Group)
May 11, 2026 at 11:31 AM PDT

Yes we need a handrail. We are solving the pullbox conflict at the ramp and updating the grading plan. Once done, we will issue a drawing with handrail detail and length.

Gateway Science and Engineering, Inc.
300 north lake ave,12th floor
pasadena, California 91101
P: +16266961600

Project: 03-124719 Magnolia Science Academy 5 - Inc 2
7111 Winnetka Ave
Winnetka, California 91306

RFI #086: Parking Lot ADA Ramp Handrail Clarification

Revision	0	**Status**	Open
To	Ellen Emmerson (DLR Group) Isaac Farias (DLR Group) Jenny Harrison (DLR Group) Narek Torosian (DLR Group)	**From**	Austin Duarte (Del Amo Construction)
Date Initiated	May 1, 2026	**Due Date**	May 7, 2026
Location		**Project Stage**	
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From			
Copies To	Greg Brendel (Gateway Science and Engineering, Inc.), Austin Duarte (Del Amo Construction), Ellen Emmerson (DLR Group), Isaac Farias (DLR Group), Lyndsey Hurrell (Del Amo Construction), Ryan Mcintosh (Silver Creek Modular), Lauren Michelson (Del Amo Construction), Kenny Muhaw (Silver Creek Modular), Naeiri Petrosian (Del Amo Construction), Narek Torosian (DLR Group), Ilya Veyts (Gateway Science and Engineering, Inc.), James Villanueva (Gateway Science and Engineering, Inc.), Fernando Villasenor (Del Amo Construction), Daniel Young (Del Amo Construction)		

Activity

Question

Question from Austin Duarte Del Amo Construction *on Friday, May 1, 2026 at 09:00 AM PDT*

Sheet C3.1 indicates a ramp at 5.54% slope with no handrail. In DAC's experience with ADA code, a ramp that exceeds 4.99% slope must have a handrail.

1) Please clarify if this ramp will require a handrail or provide direction.

Attachments
RFI #086 Parking Lot ADA Ramp Handrail Clarification.pdf

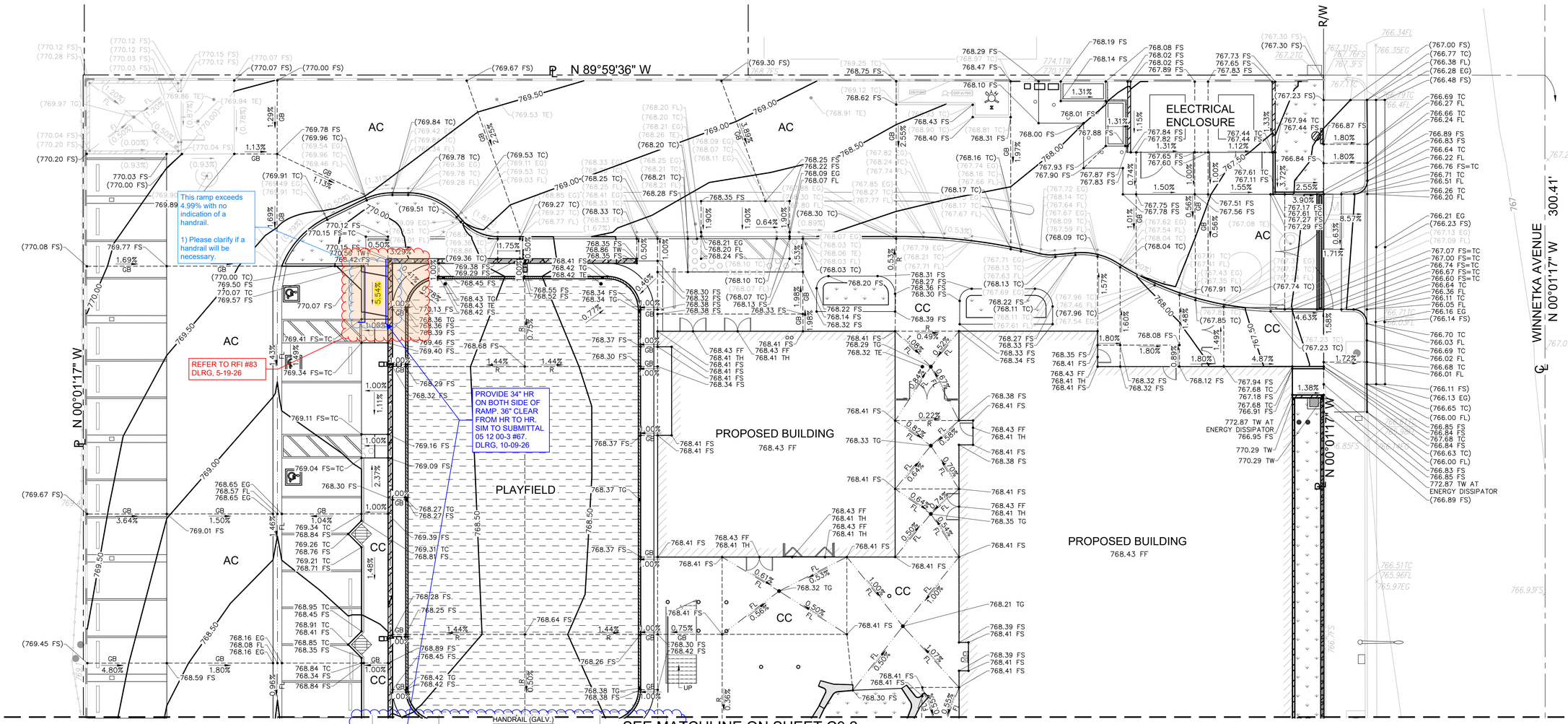
Awaiting an Official Response

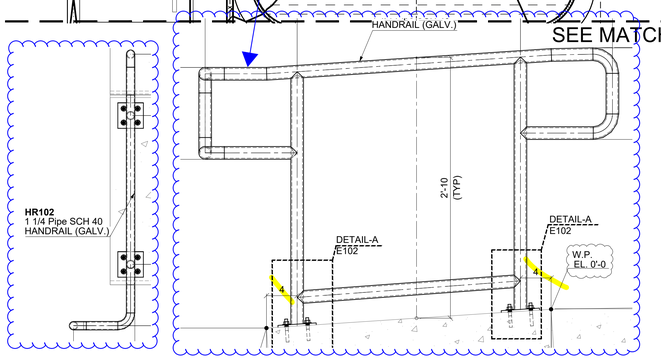
These ramps (north & South) don't required handrail per CBC 11B-405-8, 406.31.
Refer to the revised sheets C3.1 & C3.2 per response to RFI 83 revising the slopes.

DLRG,
jose arche 5/19/26

PROVIDE 34" HR ON BOTH SIDE OF RAMP. 36" CLEAR FROM HR TO HR.
SIM TO SUBMITTAL 05 12 00-3 #67.

DLRG,ja 10-09-26

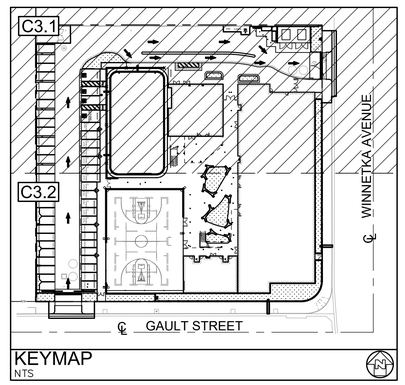




HANDRAL SECTION

SHEET NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET C1.0.
2. SEE ARCHITECTURAL DRAWINGS FOR OTHER SITE RELATED DIMENSIONS NOT SHOWN ON THIS DRAWING.
3. FOR PAVEMENT MARKINGS AND STRIPING, RAMP WITH HANDRAILS, PLANTER AREA, TRASH ENCLOSURE AND TRANSFORMER ENCLOSURE, SEE ARCHITECTURAL DRAWINGS. FOR LANDSCAPING AND IRRIGATION FEATURES, CONCRETE PAVEMENT PATTERN, TEXTURE AND COLOR INTEGRATION, SEE LANDSCAPE DRAWINGS. FOR GAS, SEWER, ROOF DRAINS, FIRE & DOMESTIC WATER LINES POINTS OF CONNECTION AT BUILDING, SEE MECHANICAL AND PLUMBING DRAWINGS OF THE BUILDING. FOR TRANSFORMER ENCLOSURE AND CONCRETE PAD, SEE ELECTRICAL DRAWINGS.
4. FOR CATCH BASIN LOCATIONS AND GRATE ELEVATIONS AND INVERTS SEE UTILITY PLAN. IF TOP OF GRATE ELEVATIONS ARE DIFFERENT FROM GRADING CATCH BASIN ELEVATIONS SHOWN ON THIS SHEET, NOTIFY CPM AND ENGINEER.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL SURFACE AND/OR UNDERGROUND UTILITIES IN CONFLICT WITH THE PROPOSED DEMOLITION AND DESIGN ITEMS. CONTRACTOR SHALL REPORT ANY DISCREPANCIES AND/OR CONSTRUCTION RELATED ISSUES TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF WORK.
6. CONTRACTOR TO VERIFY IN FIELD THE JOINING TO EXISTING ELEVATION AND THE CURRENT SITE CONDITION WITH THE DESIGN GRADES. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF WORK.
7. CONTRACTOR SHALL VERIFY DEMOLITION PLAN WITH EXISTING CONDITIONS AND REPORT ANY MISSING ITEMS THAT REQUIRE DEMOLITION PRIOR TO CONSTRUCTION.



ENLARGED SITE GRADING PLAN

10 5 0 10 20

SCALE: 1"=10'

DSA

DLRGROUP
© DLR Group

REGISTERED PROFESSIONAL ENGINEER
No. C36079
Exp. 6/30/26
CIVIL
STATE OF CALIFORNIA

VCA ENGINEERS, INC.
600 B Parkcenter Drive
Santa Ana, CA 92705
Tel: 949.261.3174
Fax: 323.739.0945

MAGNOLIA PUBLIC SCHOOLS

MAGNOLIA SA5
NEW 2-STORY BUILDING & SITE WORK
7111 WINNETKA AVE, WINNETKA, CA 91306

DSA SUBMISSION
A# 03-124719
Issue Date: 10/11/2024
REVISIONS

75-23204-00

ENLARGED SITE GRADING PLAN

C3.1

Prime - PCO #078

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 78 - CE #90109 - RFI #162.2 NE Sidewalk Guardrail-Handrail and Sidewalk Rework

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	078 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/26 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Design Change
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	Anticipated 5 days
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90109 - RFI #162.2 NE Sidewalk Guardrail-Handrail at Pull Box and Sidewalk Rework
Per DLR Group's response to RFI #162.2 (10/21/2026, closed 10/22/2026): add a guardrail-handrail at the pull box adjacent to the Winnetka Gate path of travel, and rework the NE sidewalk to meet the clarified grading. Premier pricing requested 10/24/2026 (due 10/27). SWC pricing pending.
Time: This change affects the critical path; the time impact will be included in DAC's consolidated time extension request, PCO 34 part B, with fragnet, per GC 7.6.3 and 8.4.4.1.] Cost: This PCO prices only the direct cost of the work described.

ATTACHMENTS:

#	Cost Code	Description	Amount
1	05-1000-00 - Structural Steel / Metals	Premier COR 588-11 - F&I 1-1/2" OD galv handrails per RFI 162.2	$ 10,103.79
2	32-1600-00 - Site Concrete	SWC COR RFI 162.2 - NE sidewalk demo and repour 606 SF per RFI 162.2	$ 26,370.00
		Subtotal:	$36,473.79
		Overhead: 1.50%	$ 547.11
		Fee: 2.50%	$ 925.52
		Insurance: 1.00%	$ 379.46
		GRT: 0.19%	$ 72.82
		Bonds: 1.00%	$ 383.99
		Grand Total:	**$38,782.69**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**



SWC
South West Concrete

Office: 1480 E. 3rd St.
Pomona, CA 91766
Phone: 909.622.1888
Job: MSA #5 Increment II

Date: 10/26/2026
Plan Date:
Sheets; RFI 162.2

7111 Winnetka Ave
Winnetka, CA 91306

COR - RFI 162.2 Changes

Prevailing Wage

REF#	Description	Size	Qty.	Cost	Total
	Demo Concrete Paving and Base	SQFT	606		
	Haul Away Demo'd Concrete and Base	SQFT	606		
	Fine Grade	SQFT	606		
	Install Base	SQFT	606		
	Set Forms				
	Pour Concrete	SQFT	606		
	Strip Forms and Cleanup				
EXCLUSIONS:					
Hardware: Bolts, Tie Downs, Straps, etc.				**Total**	**$26,370.00**
Items not on bid					
Inspections					
Unforeseen					
Permits					
Erosion Control					
Water proofing					
Soil hauling					
Drainage					
Temporary site fencing					
Rough Grading					
Cleaning beyond broom sweep					
Traffic Control					

13345 Estelle St.
Corona, CA 92879
Office (951) 356-6655 / Fax (951) 356-6466
Lic No: 1021990

Change Order Request

Date:	October 27, 2026	**PSS COR:**	588-11
To:	Del Amo Construction	**Project Name:**	Magnolia
Attention:	Fernando Villasenor	**Project Location:**	Winnetka

Description of Change

Document: RFI 162.2

CO Status: Pending

Description: Furnish & Install 1 1/2" OD Galvanized Handrails per RFI 162.2

Notes: Price based on using same handrail as per RFI #152 Exterior Surface Mounted Handrail
1 1/2" OD Galvanized Rail. Price based on segmented rails (Not Rolled Rails)

Pricing

Furnish & Install 1 1/2" OD Galvanized Handrails per RFI 162.2

Detailing	8	Hrs	at	$80.00	=	$640.00
Labor Shop	24	Hrs	at	$75.00	=	$1,800.00
Ironworker	8	Hrs	at	$130.00	=	$1,040.00
Welder	8	Hrs	at	$135.00	=	$1,080.00
Foreman	8	Hrs	at	$140.00	=	$1,120.00
Material	522	Lbs	at	$2.15	=	$1,122.30
Bolts/Hardware	1	Ls	at	$75.00	=	$75.00
Galvanizing	522	Lbs	at	$1.30	=	$678.60
Welding Rig	1	Days	at	$350.00	=	$350.00
Delivery - Runner	1	Ea	at	$400.00	=	$400.00
Delivery - Semi	0	Ea	at	$1,100.00	=	$0.00
Equipment	0				=	$0.00
Consumables	24	Hrs	at	$6.00		$144.00
Safety and PPE	24	Hrs	at	$8.00		$192.00
Small Tools/Mainten	24	Hrs	at	$6.00		$144.00
				Sub-Total COR	**=**	**$8,785.90**
				15% OH/P	**=**	**$1,317.89**
				Total COR	**=**	**$10,103.79**

We anticipate the following changes will impact the schedule by :

Prime - PCO #079

Del Amo Construction, LLC
19191 S Vermont Ave, Suite 950
Torrance, California 90502
Phone: (310) 378-6203
Fax: (310) 378-4663

Project: 2025-089 - Magnolia Science MSA-5 Increment 2
7111 WINNETKA AVENUE
Winnetka, California 91306

PCO 79 - CE #90110 - SWC COR RFI 175 - NE Hardscape in Lieu of Landscape Area

TO:	MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION 250 EAST 1ST STREET, SUITE 1500 LOS ANGELES California, 90012	**FROM:**	Del Amo Construction LLC 19191 S. Vermont Ave #950 Torrance California, 90502
PCO NUMBER/REVISION:	079 / 0	**CONTRACT:**	2025-089 - Main Project
REQUEST RECEIVED FROM:		**CREATED DATE:**	10/27 /2026
STATUS:	Pending - In Review	**PRIME CONTRACT CHANGE ORDER:**	None
REFERENCE:		**CHANGE REASON:**	Design Change
FIELD CHANGE:	No	**SCHEDULE IMPACT*:**	
LOCATION:		*** If no value shown any schedule impact will be submitted as a seperate Prime - PCO.**	

DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #90110 - RFI #175 NE Hardscape in Lieu of Landscape Area
Per DLR Group's response to RFI #175 (10/16/2026, closed 10/19/2026): the area at the northeast of the property shown as landscape on the civil sheet (no planting shown on landscape sheets) is confirmed to be hardscape. SWC COR - RFI 175 Changes (10/26/2026) received: fine grade, install base, set forms, pour concrete, strip forms and cleanup - 202 SF concrete paving - $4,848.00. Forwarded to GSE for approval 10/26; Ilya Veyts replied OK 10/26.

ATTACHMENTS:

#	Cost Code	Description	Amount
1	32-1600-00 - Site Concrete	SWC COR RFI 175 - NE hardscape in lieu of landscape, 202 SF concrete paving	$ 4,848.00
		Subtotal:	$4,848.00
		Overhead: 1.50%	$ 72.72
		Fee: 2.50%	$ 123.02
		Insurance: 1.00%	$ 50.44
		GRT: 0.19%	$ 9.68
		Bonds: 1.00%	$ 51.04
		Grand Total:	**$5,154.90**

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, California 90012

Del Amo Construction LLC
19191 S. Vermont Ave #950
Torrance, California 90502

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**



SWC
South West Concrete

Office: 1480 E. 3rd St.
Pomona, CA 91766
Phone: 909.622.1888
Job: MSA #5 Increment II

Date: 10/26/2026
Plan Date:
Sheets; RFI 170

7111 Winnetka Ave
Winnetka, CA 91306

COR - RFI 175 Changes

Prevailing Wage

REF#	Description	Size	Qty.	Cost	Total
	Fine Grade	SQFT	202		
	Install Base	SQFT	202		
	Set Forms				
	Pour Concrete	SQFT	202		
	Strip Forms and Cleanup	SQFT	202		

EXCLUSIONS:

Hardware: Bolts, Tie Downs, Straps, etc.
Items not on bid
Inspections
Unforeseen
Permits
Erosion Control
Water proofing
Soil hauling
Drainage
Temporary site fencing
Rough Grading
Cleaning beyond broom sweep
Traffic Control

Total **$4,848.00**

Exhibit C:

Progress Photos



Digital Sign Perpendicular to Winnetka



Parking Lot Striping



Parking Lot Striping



Winnetka Gate



Stairwell Graphics



Exterior Graphics



Gault Ave (with Fence Removed)



Winnetka Ave (with Fence Removed)



Courtyard View



Courtyard View (at Dusk)

Coversheet

Approval of Short-Term Interest-Free Intraorganizational Loans for MSA-5 Cash Flow Support

Section: V. Action Items
Item: C. Approval of Short-Term Interest-Free Intraorganizational Loans for MSA-5 Cash Flow Support
Purpose: Vote
Submitted by:
Related Material:
V.C. Approval of Short-Term Interest-Free Intraorganizational Loans for MSA-5 Cash Flow Support .pdf

Agenda Item:	V.C. Action Item
Date:	November 19, 2026
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("**MPS**") Board of Directors (the "**Board**")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Cafer Turan, Interim Chief Financial Officer
RE:	Approval of Short-Term Interest-Free Intraorganizational Loans for MSA-5 Cash Flow Support

Action Proposed

Staff recommends that the Board approve short-term, interest-free intraorganizational loans of up to $1.1 million from MSA-8 through MERF to MSA-5 for temporary cash flow support, repayable by June 30, 2027.

Purpose:

To obtain Board authorization for temporary liquidity support for MSA-5 while state funding catches up with substantial enrollment growth during FY 2026-27, using available MSA-8 funds routed through MERF.

Background:

MSA-5 enrollment increased from approximately 191 students in FY 2025-26 to 471 students in FY 2026-27. The school is currently receiving state funding largely based on prior-year enrollment, while paying the costs of serving its current student population.

MPS anticipated a PENSEC funding adjustment; however, the request was not approved because MSA-5 is an existing school without a new grade-level expansion. Consequently, the school must bridge the timing gap until regular state funding calculations are expected to reflect higher enrollment beginning in March 2027.

Analysis:

The FY 2026-27 monthly cash flow forecast projects negative ending cash beginning in November 2026, reaching a maximum shortfall of approximately $997,813 in February 2027. Projected ending cash improves to negative $269,672 in March, positive $287,772 in April, and approximately $1,651,743 in June, before the proposed loan and related repayment activity.

The requested authorization of up to $1.1 million addresses the projected peak shortfall with a modest contingency. As of September 2026, MSA-8 reported approximately $1.9 million in cash reserves. Before each advance, Finance will confirm that the proposed funding is unrestricted, not otherwise committed, and sufficient to preserve MSA-8 operating liquidity. MSA-8 would advance funds to MERF, which would

advance corresponding amounts to MSA-5. Finance will monitor all three entities and update cash forecasts monthly.

Impact:

The transactions provide temporary liquidity assistance, not additional school operating revenue or a permanent subsidy. MPS also plans to defer CMO fee collections as a contingency measure. Management will report material developments to the Board and prioritize timely repayment while maintaining adequate cash for ongoing school operations.

Budget Implications:

Both agreements provide for 0% interest, a maximum outstanding principal of $1,100,000 each, incremental disbursements, and repayment no later than June 30, 2027. The two agreements represent one funding chain, not $2.2 million of cash support to MSA-5. Actual advances may be lower. Repayment depends on state funding receipts and operating cash needs; any extension would be brought back to the Board for approval.

Exhibits:

Exhibit A – Board Resolution

Exhibit B – MSA-8 to MERF Interest-Free Loan Agreement

Exhibit C – MERF to MSA-5 Interest-Free Loan Agreement

Exhibit D – MSA-5 FY 2026–27 Monthly Cash Flow Projection

INTRAORGANIZATION SHORT-TERM LOAN AGREEMENT

(Fiscal Year 2026–27 | Proposed effective date: November 19, 2026)

This Intraorganization Short-Term Loan Agreement (the "Agreement") is entered into as of the date of execution by Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MERF"), a California nonprofit public benefit corporation, acting through the separately accounted school and central-office funds identified below.

PARTIES

Lender: Magnolia Science Academy-8 (MSA-8) ("Lender").

Borrower: Magnolia Educational & Research Foundation (MERF) ("Borrower").

RECITALS

A. Magnolia operates its charter schools and central office within its corporate organization and separately accounts for the assets, liabilities, revenues, expenses, and operating results of each school and the central office.

B. As of September 2026, MSA-8 reported approximately $1,900,000 in cash reserves. Subject to verification of unrestricted availability, existing commitments, and MSA-8's liquidity needs, MSA-8 proposes to advance funds to MERF for temporary support of MSA-5.

C. The parties intend to provide temporary cash-flow support during FY 2026–27, with advances made only as needed and repayment targeted no later than June 30, 2027.

AGREEMENT

1. Maximum Principal and Draws

The aggregate outstanding principal under this Agreement shall not exceed $1,100,000 at any time. The amount is a ceiling, not a commitment to disburse the full amount. Advances may be made in installments after approval by authorized finance officers, based on documented cash-flow needs and available unrestricted funds. Each advance shall be recorded in a draw and repayment ledger.

2. Permitted Purpose and Funding Conditions

Proceeds shall be used by MERF solely to fund temporary advances to MSA-5 under the corresponding MERF-to-MSA-5 agreement. No advance shall be made if it would impair MSA-8's ability to meet payroll, operating obligations, restricted-fund requirements, debt covenants, or prudent minimum liquidity. Finance shall confirm available unrestricted cash before each draw.

3. Interest and Repayment

Interest rate: 0.00% per annum. No interest shall accrue or be payable on advances under this Agreement. Borrower shall repay all outstanding principal no later than June 30, 2027, from legally available unrestricted cash. Borrower may prepay all or any portion at any time without penalty. Repayment shall not be funded from legally restricted cash. Any extension beyond June 30, 2027, or change in interest terms requires prior Board approval and a written amendment.

Repayment of the MERF-to-MSA-8 advance is expected to be funded by collections under the corresponding MERF-to-MSA-5 agreement; however, MERF remains responsible for repayment under this Agreement regardless of the timing of collections from MSA-5.

4. Accounting, Reporting, and Oversight

Lender and Borrower shall record matching intraorganization receivable and payable balances and reconcile them monthly. Finance shall report outstanding balances, projected repayment capacity, and material changes in cash flow to

management and the FARF Committee. Any outstanding balance at fiscal year-end shall be evaluated for additional formal terms and Board action.

5. Authorization; Restrictions; Amendments

This Agreement is subject to approval by the MERF Board of Directors and any other required authorizations. No provision overrides donor or grant restrictions, debt covenants, or applicable law. Changes to the principal ceiling, maturity, or interest terms must be in writing and approved as required. This Agreement does not amend any existing intraorganization loan.

6. Subordination

Obligations under this Agreement are subject to any applicable restrictions or subordination required by existing third-party financing documents, to be confirmed by Legal before execution.

SIGNATURES

LENDER: Magnolia Science Academy-8 (MSA-8)	BORROWER: Magnolia Educational & Research Foundation (MERF)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

RESOLUTIONS OF THE BOARD OF DIRECTORS

(Temporary Intraorganization Cash Support: MSA-8 to MERF and MERF to MSA-5)

The Board of Directors (the "Board") of Magnolia Educational & Research Foundation ("MERF"), dba Magnolia Public Schools, hereby adopts the following resolutions:

WHEREAS, Magnolia Science Academy-5 ("MSA-5") has increased enrollment from approximately 191 students in FY 2025–26 to approximately 471 students in FY 2026–27;

WHEREAS, MSA-5 anticipated PENSEC funding but its request was not approved because it is an existing school without an added grade level; current state funding largely reflects prior-year enrollment, creating a temporary cash flow gap pending anticipated funding updates in March 2027;

WHEREAS, the FY 2026–27 cash flow forecast projects a peak negative ending cash balance of approximately $997,813 in February 2027, before the proposed advances;

WHEREAS, Magnolia Science Academy-8 ("MSA-8") reported approximately $1.9 million in cash reserves as of September 2026, and management proposes that MSA-8 advance available unrestricted funds to MERF, which in turn would advance funds to MSA-5;

WHEREAS, the Board wishes to authorize two documented, linked short-term intraorganization advances, each not exceeding $1,100,000 in outstanding principal, with an aggregate ultimate amount deployed to MSA-5 not exceeding $1,100,000, subject to cash availability and applicable restrictions;

NOW, THEREFORE, BE IT RESOLVED:

RESOLVED, that the Board approves a temporary intraorganization advance from MSA-8 to MERF in a maximum outstanding principal amount of $1,100,000, solely to support the corresponding temporary advance to MSA-5;

RESOLVED FURTHER, that the Board approves a temporary intraorganization advance from MERF to MSA-5 in a maximum outstanding principal amount of $1,100,000; these are two linked transfers of the same funding, not authorization to deploy $2,200,000;

RESOLVED FURTHER, that disbursements shall be made incrementally based on documented cash needs and only after management verifies that MSA-8 retains sufficient unrestricted liquidity for its own payroll, operations, obligations, and required reserves;

RESOLVED FURTHER, that the advances are intended to be repaid no later than June 30, 2027, subject to the final written agreements; MSA-5 shall repay MERF and MERF shall repay MSA-8, with repayment monitored monthly;

RESOLVED FURTHER, that both intraorganization loan agreements shall bear interest at 0.00% per annum, with no interest accruing or payable during the term, and shall provide for repayment of outstanding principal no later than June 30, 2027; any extension or change in interest terms shall require further Board approval and a written amendment, subject to counsel review and applicable law and financing covenants;

RESOLVED FURTHER, that the CEO or other duly authorized officer is authorized to execute the two agreements and related documents, provided that no material increase in principal or extension beyond June 30, 2027 is made without further Board approval;

RESOLVED FURTHER, that Finance shall separately record the receivable and payable at each entity, reconcile transfers monthly, and report the balances and MSA-5 cash flow outlook to the Finance, Audit, Risk and Facilities Committee;

RESOLVED FURTHER, that these resolutions take effect upon adoption by the Board.

CERTIFICATE OF SECRETARY

The undersigned certifies that the foregoing resolutions were duly adopted by the Board of Directors of MERF at a duly noticed meeting held on _____, 2026, at which a quorum was present, in accordance with applicable law and the bylaws of the Corporation.

_____ _____

Secretary Date

INTRAORGANIZATION SHORT-TERM LOAN AGREEMENT

(Fiscal Year 2026–27 | Proposed effective date: November 19, 2026)

This Intraorganization Short-Term Loan Agreement (the "Agreement") is entered into as of the date of execution by Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MERF"), a California nonprofit public benefit corporation, acting through the separately accounted school and central-office funds identified below.

PARTIES

Lender: Magnolia Educational & Research Foundation (MERF) ("Lender").

Borrower: Magnolia Science Academy-5 (MSA-5) ("Borrower").

RECITALS

A. Magnolia operates its charter schools and central office within its corporate organization and separately accounts for the assets, liabilities, revenues, expenses, and operating results of each school and the central office.

B. MSA-5 enrollment increased from approximately 191 students in FY 2025–26 to approximately 471 students in FY 2026–27. The anticipated PENSEC funding adjustment was not approved because the school is neither new nor adding a grade level. Current state funding largely reflects prior-year enrollment, creating a temporary timing gap.

C. The parties intend to provide temporary cash-flow support during FY 2026–27, with advances made only as needed and repayment targeted no later than June 30, 2027.

AGREEMENT

1. Maximum Principal and Draws

The aggregate outstanding principal under this Agreement shall not exceed $1,100,000 at any time. The amount is a ceiling, not a commitment to disburse the full amount. Advances may be made in installments after approval by authorized finance officers, based on documented cash-flow needs and available unrestricted funds. Each advance shall be recorded in a draw and repayment ledger.

2. Permitted Purpose and Funding Conditions

Proceeds shall be used solely for MSA-5 operating cash-flow needs pending state apportionment adjustments, including payroll and essential operating obligations. MERF shall make advances only to the extent corresponding funding is available and authorized, and shall monitor MSA-5's monthly cash forecast.

3. Interest and Repayment

Interest rate: 0.00% per annum. No interest shall accrue or be payable on advances under this Agreement. Borrower shall repay all outstanding principal no later than June 30, 2027, from legally available unrestricted cash. Borrower may prepay all or any portion at any time without penalty. Repayment shall not be funded from legally restricted cash. Any extension beyond June 30, 2027, or change in interest terms requires prior Board approval and a written amendment.

Repayment is expected to follow increased state funding receipts beginning approximately March 2027, subject to actual apportionments and minimum operating cash requirements. The March timing is a projection and not a guarantee of receipt.

4. Accounting, Reporting, and Oversight

Lender and Borrower shall record matching intraorganization receivable and payable balances and reconcile them monthly. Finance shall report outstanding balances, projected repayment capacity, and material changes in cash flow to

management and the FARF Committee. Any outstanding balance at fiscal year-end shall be evaluated for additional formal terms and Board action.

5. Authorization; Restrictions; Amendments

This Agreement is subject to approval by the MERF Board of Directors and any other required authorizations. No provision overrides donor or grant restrictions, debt covenants, or applicable law. Changes to the principal ceiling, maturity, or interest terms must be in writing and approved as required. This Agreement does not amend any existing intraorganization loan.

6. Subordination

Obligations under this Agreement are subject to any applicable restrictions or subordination required by existing third-party financing documents, to be confirmed by Legal before execution.

SIGNATURES

LENDER: Magnolia Educational & Research Foundation (MERF)

By: _____

Name: _____

Title: _____

Date: _____

BORROWER: Magnolia Science Academy-5 (MSA-5)

By: _____

Name: _____

Title: _____

Date: _____

MAGNOLIA SCIENCE ACADEMY-5 2026-27 Monthly Cash Flow														
Description	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Accruals**	**Total For Year**
BEGINNING CASH	**900,842**	**798,995**	**612,449**	**258,203**	**984**	**(278,352)**	**(412,565)**	**(694,131)**	**(997,813)**	**(269,672)**	**287,772**	**823,101**		**900,842**
REVENUES														
LCFF State Aid	-	81,614	81,614	146,905	146,905	146,905	146,905	146,905	1,005,553	1,005,553	1,005,553	1,005,553	-	4,919,964
Education Protection Account				22,116	-	-	22,116	-	-	22,116	-	-	22,116	88,464
In-Lieu-Of Property Taxes	49,087	98,174	65,449	67,328	67,328	67,328	67,328	67,328	95,381	47,690	47,690	47,690	53,795	841,595
Federal Revenues				-	-	145,122	-	-	145,122	-	-	-	290,245	580,489
Other State Revenues	13,095	7,610	20,705	161,988	161,988	161,988	161,988	161,988	161,988	161,988	161,988	462,551	-	1,799,862
Other Local Revenues				4,950	4,950	4,950	4,950	4,950	4,950	4,950	4,950	15,400	-	55,000
TTL REVENUES	**62,182**	**187,398**	**167,768**	**403,286**	**381,170**	**526,293**	**403,286**	**381,170**	**1,412,993**	**1,242,297**	**1,220,181**	**1,531,194**	**366,156**	**8,285,374**
EXPENDITURES														
All Certificated Salaries	40,322	198,354	198,669	198,669	198,669	198,669	216,756	216,756	216,756	216,756	216,756	216,756	158,809	2,492,699
All Classified Salaries	33,688	58,244	73,249	73,249	73,249	73,249	78,376	78,376	78,376	78,376	78,376	78,376	46,137	901,322
All Benefits	27,177	95,822	108,698	108,698	108,698	108,698	109,831	109,831	109,831	109,831	109,831	109,831	46,277	1,263,053
All Materials & Supplies	39,595	15,791	91,003	28,203	28,203	28,203	28,203	28,203	28,203	28,203	28,203	28,203	75,034	475,247
All Services and Operations	26,320	63,738	208,889	167,112	167,112	167,112	167,112	167,112	167,112	167,112	167,112	167,112	284,212	2,087,163
All Capital Outlay	285	285	285	61,905	61,905	61,905	61,905	61,905	61,905	61,905	61,905	61,905	485,169	1,043,171
All Other Expenditures	-	76,727	76,727	70,825	70,825	70,825	70,825	70,825	70,825	70,825	70,825	70,825	129,846	920,725
TTL EXPENDITURES	**167,387**	**508,961**	**757,520**	**708,661**	**708,661**	**708,661**	**733,008**	**733,008**	**733,008**	**733,008**	**733,008**	**733,008**	**1,225,483**	**9,183,380**
														(898,006)
OTHER TRANS. AFFECTING CASH														
Accounts Receivable (net change)	336,216	16,315	26,250											378,781
Net Change in Payables	(333,143)	147,585	231,060											45,502
Facility Pymt/IO Loan/Bridge Loan	-	(13,750)	(9,801)	(13,750)	(13,750)	(13,750)	(13,750)	(13,750)	(13,750)	(13,750)	(13,750)	(31,449)		**(165,000)**
Fixed Asset Acquisitions	285	(15,134)	(12,002)	61,905	61,905	61,905	61,905	61,905	61,905	61,905	61,905	61,905		530,297
TTL OTHER TRANSACTIONS	**3,358**	**135,017**	**235,507**	**48,155**	**48,155**	**48,155**	**48,155**	**48,155**	**48,155**	**48,155**	**48,155**	**30,456**		**789,580**
NET INCREASE (DECREASE)	**(101,847)**	**(186,546)**	**(354,245)**	**(257,219)**	**(279,335)**	**(134,213)**	**(281,566)**	**(303,682)**	**728,141**	**557,444**	**535,328**	**828,643**		**(108,426)**
ENDING CASH BALANCE	**798,995**	**612,449**	**258,203**	**984**	**(278,352)**	**(412,565)**	**(694,131)**	**(997,813)**	**(269,672)**	**287,772**	**823,101**	**1,651,743**		**792,416**

***MSA-5 experienced significant enrollment growth from prior year where our current enrollment is approximately 471 students vs 191 students last fiscal year. Subsequently, we are still receiving state funding largely based on last year's enrollment causing a substantial timing gap between the funding we receive and the actual costs of serving our current student population. As a result we anticipate that funding will better reflect our increased enrollment as the state funding calculations are updated in March 2027. In the meantime, the organization will support the school with any temporary cash needs.

Coversheet

Approval of Purchase and Sale Agreement for 16600 Vanowen Street and 16631 Archwood Street, Van Nuys, CA 91406

Section: V. Action Items
Item: D. Approval of Purchase and Sale Agreement for 16600 Vanowen Street and 16631 Archwood Street, Van Nuys, CA 91406
Purpose: Vote
Submitted by:
Related Material: V.D Approval of PSA.pdf

Agenda Item:	V.D. Action Item
Date:	November 19, 2026
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, Facilities Project Manager Katrina Jimenez, Assistant Project Manager
RE:	Approval of Purchase and Sale Agreement for 16600 Vanowen Street and 16631 Archwood Street, Van Nuys, CA 91406

Action Proposed:

MPS staff recommends and moves that the Board approve the proposed sale of the real property commonly known as 16600 Vanowen Street and 16631 Archwood Street, Van Nuys, California 91406 (the "**Property**"), by MPM 16600 Vanowen Street LLC ("**Seller**") to RP ACQ, LLC ("**Buyer**"), identified in the offer received from Regent Properties, for a purchase price of $10,150,000.00, on the principal terms summarized in this report.

Staff further requests authorization for the CEO & Superintendent and other appropriate MPS administration, acting on behalf of Seller, to negotiate, finalize, and execute a purchase and sale agreement and all related escrow, title, closing, assignment, termination, and other documents reasonably necessary to complete the sale, following review by the MPS team, provided that the final terms and conditions are determined by the CEO & Superintendent to be in the best interest of MPS.

Purpose:

The purpose of this action is to obtain Board approval of the proposed disposition of the Property and to authorize MPS staff to complete the transaction on the terms summarized in this report.

Background:

The Property consists of approximately 4.32 acres of vacant land improved with tennis courts and is identified as 16600 Vanowen Street and 16631 Archwood Street, Van Nuys, California 91406 (APNs 2231-007-008, -016 and -017). The Property is owned by MPM 16600 Vanowen Street LLC, a California limited liability company and MPS is its sole member and manager.

Regent Properties submitted a letter of intent dated November 3, 2026, identifying RP ACQ, LLC, a Delaware limited liability company, as Buyer. Following negotiations, the parties completed the Purchase Agreement for an all-cash sale of the Property. The Purchase Agreement is presented for Board approval.

- The principal terms of the Purchase Agreement are summarized below:
    - **Purchase Price**: $10,150,000.00, payable in cash at closing, with the deposits credited toward the purchase price.

- **Initial Good Faith Deposit**: $100,000.00, due within two business days after opening escrow and refundable until Buyer delivers written approval of the feasibility and title matters.
- **Additional Good Faith Deposit**: $150,000.00 upon Buyer's written approval of the feasibility and title matters, bringing the total deposit to $250,000.00. At that point, the deposit becomes non-refundable, except upon Seller default or failure of a Buyer closing condition, as provided in the Purchase Agreement.
- **Contingency Period**: 45 days after execution of the Purchase Agreement for Buyer to review and approve the Property's condition and suitability, with a separate title approval deadline 15 days before the contingency period expires.
- **Closing Period**: Closing on or before 15 days following expiration of the contingency period, subject to Buyer's written approvals and satisfaction of closing conditions.
- **Site Access**: Reasonable prior notice and evidence of commercial general liability insurance naming Seller as an additional insured before entry. Testing requires Seller's prior written approval.
- **Assignment**: Assignment to an affiliate is permitted upon written notice to Seller, provided the affiliate expressly assumes Buyer's obligations.
- **Property Condition**: Buyer will acquire the Property "AS-IS" and "WITH ALL FAULTS," except for the express representations and warranties in the Purchase Agreement, and will rely on its own investigation and consultants.

Analysis & Impact:

Staff believes approval of the Purchase Agreement is in the best interest of MPS and Seller. The transaction establishes a $10.15 million all-cash purchase price and a defined contingency and closing process. The "AS-IS" structure places responsibility on Buyer to investigate environmental, soils, title, land-use, development, and utility matters, while preserving the express Seller representations and warranties in the Purchase Agreement.

Because the Purchase Agreement contains Buyer contingencies, the transaction may terminate before closing if Buyer disapproves a contingency or fails to provide timely written approval in accordance with the agreement. If Buyer approves the feasibility and title matters and its closing conditions are satisfied, but closing fails due to Buyer default, Seller's sole and exclusive remedy is retention of the deposit under the liquidated-damages provision, subject to the terms of the Purchase Agreement.

Budget Implications:

The proposed gross purchase price is $10,150,000.00. Net proceeds will be reduced by transaction expenses and adjustments, including brokerage commissions under the separate brokerage agreement, applicable escrow and title charges, documentary transfer taxes, prorations, and other closing costs. The exact net proceeds will be determined at closing. The sale proceeds will be applied to the existing CLI Capital acquisition loan for the Property. Seller will be responsible for any difference between the loan payoff amount and the net sale proceeds. No seller financing is contemplated.

Exhibits:

- Exhibit A. Regent Properties Letter of Intent dated November 3, 2026, identifying RP ACQ, LLC as Buyer
- Exhibit B. Purchase and Sale Agreement

Exhibit A.

Regent Properties Letter of Intent dated November 3, 2026,

REGENT PROPERTIES

VIA ELECTRONIC MAIL

November 3, 2026

Frank Evanisko
Evanisko Realty & Investment, Inc.
12001 Ventura Pl. Suite 320
Studio City, CA 91604

Re: Balboa Courts, located at 16600 Vanowen St. located in the city of Van Nuys, California, a property totaling approximately 4.32 Acres identified by the following APN: 2231-007-017, 008, and 016 (the "**Property**").

Dear Frank,

On behalf of RP ACQ, LLC, a Delaware limited liability company (together with its affiliates, successors and assignees, collectively, "**Buyer**"), we are pleased to present this offer to you as representative for the owner of the Property and its affiliates ("**Seller**") which sets forth certain material terms on which Buyer is willing to enter into a purchase and sale agreement ("**Agreement**") for the acquisition of the Property.

1. **Consideration**. The purchase price for the Property shall be Ten Million One Hundred Fifty Thousand Dollars ($10,150,000) in total (the "**Purchase Price**").

2. **Terms of Purchase Price**. If Buyer approves the Feasibility Matters (as defined below) and the Title Matters (as defined below), each as determined in Buyer's sole and absolute discretion, and Buyer's closing conditions have been satisfied, the Purchase Price shall be payable in cash upon Buyer's acquisition of the Property from Seller on the Closing Date (as defined below) (the "**Close of Escrow**").

3. **Escrow**. Within two (2) business days after the Agreement is executed by the parties, an escrow (the "**Escrow**") shall be opened (the "**Opening of Escrow**") with Fidelity National Title Company (the "**Title Company**").

4. **Deposit**. Within two (2) business days after the Opening of Escrow (which shall occur no earlier than the date on which the Agreement is executed), Buyer shall deposit into Escrow the sum of One Hundred Thousand Dollars ($100,000) (together with all interest which accrues thereon, shall be referred to herein as the **"Initial Deposit"**). The Initial Deposit shall be placed into an interest-bearing account for the benefit of Buyer and shall be fully refundable to Buyer until Buyer has delivered written notice of its approval of the Feasibility Matters and the Title Matters, each as determined in Buyer's sole and absolute discretion. If Buyer approves the Feasibility Matters and the Title Matters in writing, as determined in Buyer's sole and absolute discretion Buyer shall deposit into Escrow an additional sum of One Hundred and Fifty Thousand Dollars ($150,000) (together with the Initial Deposit and all interest which accrues thereon, shall be referred to herein as the **"Deposit"**), and the Deposit shall become non-refundable to Buyer (other

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than upon a default on the part of the Seller or a failure of one of Buyer's closing conditions), and upon the Close of Escrow, the Deposit shall be credited towards the Purchase Price. If Buyer disapproves the Feasibility Matters or the Title Matters (in either case, for any reason or no reason at all as determined in Buyer's sole and absolute discretion) or Buyer fails to timely deliver written approval of the Feasibility Matters and the Title Matters, the Agreement, if any, shall automatically terminate, neither Buyer nor Seller shall have any further obligations or liabilities to the other with respect to the transactions contemplated herein (except as otherwise expressly set forth in the Agreement), the terms of this offer shall automatically terminate and the Deposit shall be immediately returned to Buyer.

5. **Feasibility**. Within two (2) business days after the execution of this offer, Seller shall deliver to Buyer, copies of all previous and current reports in their possession, including: environmental reports, phase I reports, phase II reports (if applicable), surveys, title policies, tax bills (for the past 3 years), certificates of occupancy, building permits and other zoning materials, operating budgets, contracts, agreements, leases and subleases, reports, studies, maps, plans, books, records, notices in its possession, financial statements for the Borrower and the Property, permits, architectural plans or guidelines, including CC&R's, development conditions, material specifications, etc., and correspondence related to the Property and available to Seller (collectively the "**Property Documents**"). Buyer shall have until 5:00 pm (Pacific Time) on the date that is forty-five (45) days after the execution of the Agreement (the "**Feasibility Period**"), to approve or disapprove, as determined in Buyer's sole and absolute discretion, the condition and suitability of the Property (collectively, the "**Feasibility Matters**").

6. **Title**. Within two (2) business days after the execution of this offer, Seller shall instruct Title Company to prepare and deliver to Buyer a preliminary title report and commitment for an ALTA extended coverage Owner's Policy with respect to the Property (the "**Title Policy**"), along with copies of all underlying documents referenced therein as exceptions (the "**Title Matters**"). Buyer shall have until the date that is fifteen (15) days prior to the expiration of the Feasibility Period to approve or disapprove, as determined in Buyer's sole and absolute discretion, the Title Matters and the condition of title for Buyer's intended use.

7. **Representations and Warranties; Closing Conditions**. Buyer and Seller shall each provide market representations and warranties, which shall be addressed in the Agreement. The Agreement shall contain standard closing conditions such as, without limitation, the issuance of the Title Policy (subject only to Buyer approved Title Matters (as defined above) in form and substance acceptable to Buyer. The Property shall be conveyed by Seller to Buyer free and clear of any mortgage debt or any other Title Matters not approved by Buyer. Seller shall pay all transfer taxes and the cost of standard coverage title insurance for the Title Policy, and all other closing costs and other items of cost and expense (including, without limitation, all rents, utilities and real property taxes) shall be allocated to the Seller and the Buyer in the customary manner of the County in which the Property is located.

8. **Close of Escrow**. Provided that Buyer has approved the Feasibility Matters and the Title Matters in writing prior to the end of the Feasibility Period, the Close of Escrow shall occur on or before the date that is fifteen (15) days following the Feasibility Period (the "**Closing Date**").

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9. **Agreement**. The initial draft of the Agreement shall be prepared by Seller and its representatives. The Agreement shall contain the terms and conditions contained herein and such other terms and conditions as are mutually acceptable to Buyer and Seller.

10. **Site Access**. From and after the execution of this offer, Buyer, its agents, employees and contractors shall have the right to enter the Property upon reasonable prior notice to Seller for the purpose of conducting non-invasive inspections of the Property. Prior to any entry, Buyer shall deliver to Seller a certificate of insurance evidencing commercial general liability coverage and naming Seller as an additional insured. No testing of any kind (including, without limitation, any invasive or Phase II environmental testing) shall be performed on the Property unless approved in advance in writing by Seller.

11. **Buyer Remedies**. The Agreement shall contain a liquidated damages provision, which shall provide that if the Buyer's closing conditions have been satisfied and Buyer has approved the Feasibility Matters and the Title Matters, as determined in Buyer's sole and absolute discretion, and the Close of Escrow fails to occur due to a default on the part of Buyer, Seller's right to retain the Deposit shall be the sole and exclusive remedy of Seller.

12. **Assignment**. Buyer may assign the Agreement (in whole or in part) and its rights and obligations hereunder to an affiliate of Buyer by delivery of written notice of such assignment to Seller, provided that such assignee expressly assumes the obligation of Buyer hereunder.

13. **Exclusivity**. Upon Seller's acceptance of this offer and through 5:00 pm (Pacific Time) on November 15, 2026, Seller will not negotiate for, convey any interest in nor make or accept any offers to purchase or sell the Property or any part thereof from any other person, after which such exclusivity shall automatically expire.

14. **Brokerage Commissions**. Seller shall be solely responsible for any brokerage commissions earned, claimed or alleged by any person or entity with regard to the Property. Without limiting the foregoing, Evanisko Realty & Investment, Inc. and Peak Facility Partners shall be paid a brokerage fee by Seller at the Close of Escrow through Escrow based on the fee structure within the listing agreement dated January 13, 2026, and Buyer shall have no responsibility for the payment of such fee.

15. **Confidentiality**. The parties hereby agree to maintain the confidentiality of the terms of the transaction and the contents of this offer and the transaction documents, except that Buyer may disclose terms which are necessary or required to be disclosed in connection with Buyer's due diligence investigations and development approvals (including, without limitation, disclosures to its and its affiliates' attorneys, partners, investors, co-investors, financing sources, consultants and other agents), any laws or rules applicable to Buyer or its affiliates and/or any disputes arising hereunder.

16. **Governing Law; Venue**. Any and all disputes arising from or concerning this offer, including but not limited to the construction or enforcement of this offer, shall be filed in the state or federal court located in Los Angeles, State of California, and the substantive law of the State of California shall be applied to any and all disputes, without giving effect to the principles of the conflicts of

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law. The provisions of this letter agreement are intended to be and shall be legally binding upon the parties.

17. **Non-Binding Letter of Intent**. This counter-proposal is a non-binding letter of intent. Notwithstanding anything to the contrary contained herein, nothing contained in this counter-proposal shall be considered binding upon, or create any legal obligation of, Buyer or Seller. This counter-proposal is intended solely to set forth the business points to be included in the Agreement, and the parties shall be bound only upon the mutual execution and delivery of the Agreement. Neither party shall have any obligation to the other unless and until the Agreement has been so executed and delivered.

If the terms are acceptable, Buyer should execute a copy of this offer in the space below prior to 5:00 pm (Pacific Time) on November 3, 2026 and return it to Seller's representative. If Buyer elects not to execute and return this offer prior to such date, this offer shall be void and of no further effect. Upon receipt of this offer signed by Buyer, Seller will instruct its counsel to begin preparing the Agreement reflecting the terms of this offer. If you would like to discuss the terms, please feel free to contact Sam Kraus at (310) 806-9810. We look forward to working with you to successfully complete this transaction.

Sincerely,

RP ACQ, LLC
a Delaware limited liability company

By: _____
Name: Samuel Kraus
Title: Executive Vice President

ACCEPTED AND AGREED TO:

By: _____ Date: _____

Legal Name of Seller (Owner of Property): MPM 16600 Vanowen Street, LLC, a California limited liability company

Title of Authorized Person of Seller: _____

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Exhibit B.

Purchase and Sale Agreement

AIR CRE contracts

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

(Vacant Land)

Dated: November 5, 2026

1. Buyer.

1.1 RP ACQ, LLC, a Delaware limited liability company, ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close ~~30 or~~ 15 days after the waiver or satisfaction of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by Fidelity National Title, National Commercial Services (Attn: Nathan Thompson) ("**Escrow Holder**") whose address is 4400 MacArthur Boulevard, Suite 200, Newport Beach, CA 92660, Phone No. 949-221-4733, Facsimile No. 866-453-3024 upon the terms and conditions set forth in this agreement ("**Agreement**"). ~~Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.~~ See Addendum Paragraph 32.

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

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) approximately ±4.32 acres of vacant land improved with tennis courts is located in the County of Los Angeles, is commonly known as (street address, city, state, zip) 16600 Vanowen Street and 16631 Archwood Street, Van Nuys, CA 91406 and is legally described as: to be provided by Fidelity National Title (APN: 2231-007-008, -016, -017.)

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

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: all real and personal property associated with the operation, leasing and maintenance of the Property, all related improvements thereon, and all records and plans, provided, however that Seller makes no representation or warranty regarding such and all such matters shall be subject to Buyer's independent investigation (collectively, the "**Improvements**").

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

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be ☑ $10,150,000.00 cash, ~~or~~ ☐ ~~(complete only if purchase price will be determined based on a per unit cost instead of a fixed price) _____ per unit. The unit used to determine the Purchase Price shall be: ☐ lot ☐ acre ☐ square foot ☐ other _____ prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: _____~~. The Purchase Price shall be payable as follows:

(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): $10,150,000.00

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

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

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

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

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

_____ _____

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

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

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

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☑ within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to and accepted by Escrow Holder as determined by Escrow Holder's delivery of written notice to the Parties, Buyer shall deliver to Escrow Holder a check or wire in the sum of $100,000.00. If said check or wire is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(b) Within 52 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of $150,000.00 to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

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

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

4.5 Upon waiver of all of Buyer's contingencies by Buyer, the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach of this Agreement which is not timely cured, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

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

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

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

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

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

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

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

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

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

(c) *Due On Sale.* In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require

_____ _____

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~~the entire unpaid balance of said Note to be paid in full.~~

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

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

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

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

Seller's Brokerage Firm Evanisko Realty & Investment Inc./Peak Facility Partners License No. 01790747/02251434 is the broker of (check one): ☑ the Seller; or ☐ both the Buyer and Seller (dual agent).

Seller's Agent Frank Evanisko/Dan Morrar License No. 01383591/01716132 is (check one): ☑ the Seller's Agent (salesperson or broker associate); or ☐ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (dual agent).

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

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

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

8. Escrow and Closing.

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

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

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

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

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

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived by Buyer prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, ~~and~~ 24, 28-32 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in Paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall~~, subject to the provisions of paragraph 8.10,~~ be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder

_____ _____

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cancellation fees and costs shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer and all other charges shall be borne by the party incurring same, ~~all of which shall be Buyer's obligation~~. If this transaction is terminated as a result of a party's ~~Seller's~~ breach of this Agreement or due to a default on the part of a party, then the breaching party ~~Seller~~ shall pay the Title Company and Escrow Holder cancellation fees and costs, all of which shall be the breaching party's obligation.

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

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

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME,** WHICH SHALL BE 5:00 PM PACIFIC TIME (PST OR PDT, AS APPLICABLE), **BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S ~~DIS~~APPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE** NOT **SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS.** If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "**Seller's Mandatory Disclosure Statement**") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within ~~10 or~~ 3 days following the Date of Agreement. Buyer has ~~10~~ 45 days from the ~~receipt of said disclosures~~ Date of Agreement to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has ~~10 or~~ 45 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement~~, whichever is later,~~ to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has ~~30 or~~ 45 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement~~, whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has ~~30 or~~ 45 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement~~, whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within ~~10~~ 3 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has ~~30 or~~ 45 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, ~~handicapped~~ persons with disabilities and Americans with Disabilities Act requirements, transportation and environmental matters.

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

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within ~~10 or~~ 3 days following the Date of Agreement. Buyer has ~~10~~ 15 days ~~from the receipt of the Title Commitment, the Underlying Documents and the plot plan~~ prior to the expiration of Buyer's Contingencies in 9.1 (a-e & g) to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has ~~30 or~~ 45 days following the receipt of the ~~Title Commitment and Underlying Documents~~ Date of Agreement to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to

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have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto provided, however that Buyer shall be solely responsible for the difference in costs and expenses between a standard coverage owner's form policy of title insurance and an ALTA extended coverage owner's form policy of title insurance.

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

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

(j) *Other Agreements.* Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

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

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

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

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

(o) *Material Change.* Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

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

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

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

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other

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Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

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

10. Documents Required at or Before Closing.

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

10.2 Seller shall deliver to Escrow Holder no less than two (2) business days prior to the Closing ~~in time for delivery to Buyer at the Closing~~:

(a) Grant ~~or general warranty~~ deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

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

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

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

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

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

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

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

10.3 Buyer shall deliver to Seller through Escrow:

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

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

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

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

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

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

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

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

11. Prorations and Adjustments.

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

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

11.3 *Rentals, Interest and Expenses*. ~~Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.~~

11.4 *Security Deposit*. ~~Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.~~

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

11.6 *Variations in Existing Note Balances*. ~~In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less~~

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~~than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.~~

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

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

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of ~~3~~ 1 year~~s~~, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

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

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

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

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

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

(f) *Possessory Rights.* ~~Seller has no knowledge that anyone~~ No one will, at the Closing, have any right to possession of the Property, subject to the License Agreements set forth in Addendum Paragraphs 28 and 33 ~~except as disclosed by this Agreement or otherwise in writing to Buyer~~.

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

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

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

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

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

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

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

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

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. ~~Seller believes said documents to be accurate, but~~ Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing, subject to the License Agreements set forth in Addendum Paragraphs 28 and 33 ~~subject to the rights of tenants under Existing Leases~~.

14. Buyer's Entry.

At any time during the Escrow period and with advance notice to Seller of not less than 48 hours, Buyer, and its agents, consultants, advisors and employees and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive or subsurface testing shall be conducted~~, however,~~ without Seller's prior approval which ~~shall not be unreasonably withheld~~ may be withheld in its sole discretion. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work

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conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith. See Addendum Paragraph 31.

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

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

17. Prior Agreements/Amendments.
17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.
~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~
~~18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.~~

19. Notices.
19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.
19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.
20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Los Angeles, CA on the date of _____, it shall be deemed automatically revoked.
20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).
THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF $250,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER, save and except for any indemnity obligations under this Agreement and Paragraph 16.

Buyer's Initials _____ Seller's Initials _____

22. ~~ARBITRATION OF DISPUTES.~~ ~~(This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)~~
~~**22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION**~~

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~~PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.~~

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

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

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

_____ _____

~~Buyer's Initials~~ ~~Seller's Initials~~

23. Miscellaneous.

23.1 **Binding Effect**. Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

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

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

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

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

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

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

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

24. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

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

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

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

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

(c) *Agent Representing Both Seller and Buyer*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph

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24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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

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

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

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 28 through 38. (If there are no additional provisions write "NONE".)

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

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

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

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

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

Date: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

BUYER

RP ACQ, LLC, a Delaware limited liability company

By: _____
Name Printed: Samuel Kraus
Title: Executive Vice President
Phone: _____
Fax: _____
Email: _____

Los Angeles Corporate: 12100 Wilshire Boulevard, Suite 1750, Los Angeles, CA 90025

_____ _____
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By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: to be provided by Buyer to Escrow

27. Acceptance.

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

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Seller's Brokers a real estate Brokerage Fee in a sum equal to 4 % of the Purchase Price ~~to be divided between the Brokers as follows: Seller's Broker _____ % and Buyer's Broker _____ %~~. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Seller's Brokers out of the proceeds accruing to the account of Seller at the Closing.

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

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

Date: _____

BROKER

Evanisko Realty & Investment Inc./Peak Facility Partners

Attn: Frank Evanisko/Dan Morrar
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: 01790747/02251434
Agent's DRE License #: 01383591/01716132

SELLER

MPM 16600 Vanowen Street LLC, a California limited liability company

By: _____
Name Printed: Alfredo Rubalcava
Title: Chief Executive Officer and Superintendent
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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

The STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE dated for reference purposes only as of November 5, 2026 (the "**Agreement**"), by and between MPM 16600 Vanowen Street LLC, a California limited liability company as "Seller" and RP ACQ, LLC, a Delaware limited liability company as "Buyer", and, to which this Addendum (this "**Addendum**") is attached, is modified, amended and supplemented as follows:

28. SELLER'S DOCUMENTS. Seller has made available to Buyer the following documents and records (or copies thereof) relating to the Property (the "Documentation"):

1. Preliminary title report Order No. FBDO-2601072; and
2. The Licenses described in Paragraph 33 below; and
3. The documents delivered to Buyer on October 27, 2026 under a DropBox entitled "Vanowen 16600 DD":

i. LA City Letter of Compliance – Ministerial Off-Menu Density Bonus Incentives and Waiver of Development Standards dated June 24, 2025
ii. LA City Letter of Determination – Case No. CPC-2024-574-CU3-ZV-PR-F-WDI
iii. CSC Cost Proposal – Lead Impacted Soil Removal dated March 23, 2026
iv. CSC Technical Memorandum – Shallow Soil Sampling Investigation dated February 2, 2023
v. CSC Technical Memorandum – Supplemental Shallow Step-Out Soil Sampling Investigation dated April 21, 2023
vi. NV5 Phase I Environmental Site Assessment Report dated November 7, 2022
vii. LK Geotechnical - Geotechnical Investigation Report dated April 7, 2025
viii. M-Rad Conceptual Development Scenario
ix. M-Rad Visualization – Podium Courtyard Housing Development
x. NHD Report dated February 27, 2026 – Report Number 20080-118
xi. NHD Report dated February 27, 2026 – Report Number 20080-119
xii. FBDO-2601072-A – Plotted Easements
xiii. Cal Vada Topographic Survey – March 28, 2025 submittal, PDF and DWG file
xiv. Christensen & Plouff ALTA/NSPS Land Title Survey, dated November 15, 2022 – Sheet 1
xv. Christensen & Plouff ALTA/NSPS Land Title Survey, dated November 15, 2022 – Sheet 2
xvi. Christensen & Plouff Topographic Survey, dated November 15, 2022 – Sheet 1
xvii. Guy Vidal Licensee Agreement dated April 21, 2023
xviii. Milken Community School Real Property License Agreement dated July 18, 2025

Seller makes no representations or warranties regarding the accuracy of the Documentation or that the Documentation is complete copies of the same, save and except that Seller represents that the copies provided or made available to Buyer are correct copies of the same documents in Seller's files. Buyer acknowledges and understands that all such materials made available by Seller

are only for Buyer's convenience in making its own examination and determination prior to the expiration of the Buyer's Contingencies as to whether it wishes to purchase the Property, and, in so doing, Buyer shall rely exclusively upon its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller.

29. CONDITION OF PROPERTY.

(a) Buyer's Due Diligence. Except for Seller's Express Obligations (as defined in Paragraph 29(f) below), Buyer acknowledges and agrees that (i) Buyer has not relied upon, either directly or indirectly, any representation or warranty of Seller and/or Brokers and/or their respective agents and representatives; (ii) Buyer acknowledges that no such representation or warranty has been made; and (iii) Buyer shall not hereafter rely upon, either directly or indirectly, any representation or warranty of Seller and/or Brokers and/or their respective agents and representatives. Buyer acknowledges and represents that it is a knowledgeable, experienced and sophisticated real estate buyer, seller, owner, operator, manager, lessor and lessee in relation to commercial and residential property, including property similar to the Property, and Buyer fully knows the scope of due diligence review and manner of conducting such review that should be undertaken by Buyer in relation to the Property. In purchasing the Property, Buyer is relying solely on its own expertise and that of Buyer's consultants and shall accept the Property "AS-IS" and "WITH ALL FAULTS." As of on or prior to the expiration of Buyer's Contingencies, Buyer warrants, represents and agrees that it shall have conducted its own, independent inspections, investigations and analyses of the Property and of the neighborhood in which they're situated to the full extent it deems necessary or appropriate in relation to acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property their suitability for Buyer's intended purposes, the actual square footages and dimensions of the Property, demographics, and a review of all applicable laws, ordinances, rules, regulations, and governmental approvals (including, but not limited to, those relative to the occupancy, use, zoning and land use) affecting the ownership, development, use, occupancy, leasing, sale or enjoyment of the Property so that Buyer will be thoroughly familiar with the Property. Except for Seller's Express Obligations, Buyer now is and, as of the expiration of the Buyer's Contingencies, shall be relying solely upon its own investigation and analyses of the Property. Upon and after the Closing, Buyer shall assume the risk that matters, adverse or otherwise, including, but not limited to, adverse physical, legal, governmental, demographic and environmental conditions, may not have been revealed by Buyer's inspections and investigations and shall release Seller from all liability therefor. Buyer intends that its waivers, assumption of risks and general releases set forth hereinabove in this Paragraph 29 shall be fully effective, without limitation or restriction of any kind. To that end, Buyer understands and agrees hereby that all rights under Section 1542 of the Civil Code of California and any similar rights in any state or territory in the United States and any similar rights under any similar statute or regulation of the United States and any of its agencies are expressly waived. Said Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(b) "AS-IS" and "WITH ALL FAULTS". Buyer acknowledges and agrees that, except as otherwise expressly provided herein, upon the Closing Seller shall sell and convey to Buyer and Buyer shall accept the Property "AS-IS" and "WITH ALL FAULTS." Buyer acknowledges that (i) the Purchase Price amount takes into consideration, among other things, the "AS IS" "WITH ALL FAULTS" provisions of this Agreement, the environmental condition of the Property, the provisions of this Agreement which limit Seller's liability, and the waiver and release provisions of this Agreement; and (ii) the Purchase Price would have been higher if said provisions were not part of this Agreement.

(c) Disclaimer of Representations. Except for Seller's Express Obligations, Buyer understands and agrees Seller has not made, is not now making and shall not make any warranties, representations, agreements or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to: (i) matters of title, including easements and other agreements of record that impact or otherwise restrict the use of the Property; (ii) environmental matters; (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and earthquake faults and the resulting damage of past and/or future earthquakes; (iv) the effects of any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard; (v) drainage; (vi) soil conditions, including, without limitation, the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any footings or undershoring; (vii) usages of adjoining or nearby properties; (viii) the size, square footage, value, design, quality, suitability, title to, or physical or financial condition of the Property or any portion thereof; (ix) any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof; (x) the existence or non-existence of underground storage tanks; (xi) any other matter affecting the stability or integrity of the Property; (xii) the potential for further development of the Property; (xiii) the existence of vested land use, zoning or building entitlements affecting the Property; (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Buyer affirming that Buyer has not relied upon and shall not rely upon Seller to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property are fit for any particular purpose); (xv) any tax consequences; or (xvi) the availability or capacity of sewer, water or other utility connections to and within the Property. Buyer further acknowledges and agrees that Seller's cooperation and communications with Buyer in connection with Buyer's due diligence review of the Property shall not be deemed or construed as any agreement, warranty or representation, express or implied, of any kind with respect to the Property, or with respect to the accuracy, completeness, or relevancy of any documents.

(d) Release and Waiver. Upon the Closing, and subject to Paragraph 29(f) below, Buyer, on behalf of itself, its managers, members, officers, directors, employees, agents, affiliates and representatives and their respective successors and assigns, shall be deemed to have released Seller, its directors, officers, shareholders, managers, members, employees, agents, affiliates and representatives and their respective successors and assigns, of and from any and all losses, liabilities, damages, claims, demands, causes of action, costs and expenses, that Buyer may now or hereafter have against the foregoing parties, whether known or unknown, including, without

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limitation, with respect to: (i) the nature or condition of the Property and Improvements thereon; (ii) the condition of title to the Property; (iii) the fitness of the Property for Buyer's intended use (including, without limitation, Buyer's ability to construct or otherwise develop the Property); and (iv) any past, present or future presence or existence of Hazardous Materials (as hereinafter defined) on, under or about the Property or with respect to any past, present or future violations of any rules, regulation or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Materials including, without limitation: [a] any and all rights Buyer may now or hereafter have to seek contribution from Seller under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A §9613), as the same may be further or replaced by any similar law, rule or regulation; [b] any and all rights Buyer may now or hereafter have against Seller under similar state and/or local laws, rules or regulations, as the same may be further amended or replaced by any similar law, rule or regulation; [c] any and all claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S.C.A §9607); and [d] any and all claims Buyer may now or hereafter have against Seller, whether known or unknown, now or hereafter existing, based on nuisance, trespass or any other common law or statutory provisions. Buyer intends that its general releases set forth hereinabove in this subparagraph (d) shall be fully effective, without limitation or restriction of any kind. To that end, Buyer understands and agrees hereby that all rights under Section 1542 of the Civil Code of California and any similar rights in any state or territory in the United States and any similar rights under any similar statute or regulation of the United States and any of its agencies are expressly waived. Said Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(e) Hazardous Substance. As used in this Agreement, including, without limitation, as used in Paragraph 9.1(c), "Hazardous Substance" includes, without limitation and without limiting the definition set forth at Paragraph 9.1(c), any hazardous or toxic materials, substances or wastes, such as: (i) those materials identified as such under applicable federal, state and/or local law, rules, or regulations; (ii) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of California or any agency of the United States Government; (iii) asbestos; (iv) petroleum and petroleum-based products; (v) urea formaldehyde foam insulation; (vi) polychlorinated biphenyls; (vii) mold; (viii) lead paint; and (ix) Freon and other chlorofluorocarbons.

(f) Exclusions. Notwithstanding anything to the contrary contained in this Paragraph 29, nothing in this Paragraph 29 (including, without limitation, the acknowledgments in Paragraphs 29(a) and 29(c) and the release in Paragraph 29(d)) shall waive, release, limit or otherwise apply to: (i) the express representations, warranties and covenants of Seller set forth in this Agreement (including, without limitation, Paragraph 12.1 of the Agreement and Paragraph 28 of this Addendum) or in any document executed and delivered by Seller at the Closing (collectively, "**Seller's Express Obligations**"), subject to the limitations set forth in Paragraphs

30 and 34 of this Addendum; (ii) any claim arising from Seller's actual fraud; or (iii) any claim by a third party (other than an affiliate of Buyer) against Buyer for bodily injury, death or property damage to the extent arising from acts, omissions or occurrences on or about the Property prior to the Closing.

30. Representations and Warranties. All representations and warranties made to the "knowledge" of Seller shall be limited to the current actual knowledge of Patrick Ontiveros. Patrick Ontiveros shall have no personal liability with respect to a representation or warranty of Seller. No duty of inquiry or investigation shall be implied with respect to representations and warranties made to the knowledge of Seller. Any action alleging a breach of a Seller representation or warranty must be brought within one (1) year of the Closing or such alleged breach of the representation or warranty shall be deemed waived.

Paragraph 12.1 of the Agreement is hereby amended by adding the following new subparagraph (m): "(m) Environmental and Compliance Matters. To Seller's knowledge, (i) Seller has delivered or made available to Buyer copies of all environmental reports, assessments and investigations concerning the Property in Seller's possession or control, and (ii) except as disclosed in the Documentation, Seller has not received any written notice from any governmental authority, which has not been resolved, (A) alleging the presence of any Hazardous Substance on, under or about the Property, (B) alleging any violation of any applicable law, ordinance, code or regulation with respect to the Property (including, without limitation, any law relating to Hazardous Substances), or (C) constituting an order or directive requiring that any investigation, remediation, repair, maintenance or improvement be performed on the Property."

31. Insurance. Prior to commencement of any investigative activities on the Property, Buyer or its consultants shall obtain, at Buyer's sole cost and expense, a policy of commercial general liability insurance in a form reasonably acceptable to Seller, covering any and all liability of Buyer and its consultants with respect to or arising out of any investigative activities. Such policy of insurance shall be kept and maintained in force during the term of the Agreement and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of Buyer, Buyer's employees, agents, contractors, suppliers, consultants or other related parties. Such policy of insurance shall have liability limits of not less than Two Million Dollars ($2,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability and shall name Seller and any other parties reasonably requested by Seller, as additional insureds. To the fullest extent permitted by law and in addition to all other indemnities provided for in law or at equity or in the documentation for the transactions described in the Agreement, Buyer shall protect, indemnify, defend and hold the Property, Seller and Seller's director's officers, shareholders, members, managers, employees, agents, representatives, contractors, attorneys and invitees of all of the foregoing (collectively, "Seller Parties") free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs (collectively, "Claims"), resulting from Buyer's inspection and testing of the Property, including, without limitation, repairing any and all damages to any portion of the Property, arising out of or related (directly or indirectly) to Buyer's conducting such inspections, surveys, tests, and studies; provided, however, that Buyer shall have no obligation to indemnify, defend or hold harmless any Seller Party with respect to the mere discovery by Buyer or its agents,

employees, contractors or consultants of any pre-existing condition on, under or affecting the Property (including, without limitation, any Hazardous Substance), except to the extent such condition is exacerbated by the negligence or willful misconduct of Buyer or its agents, employees, contractors or consultants. Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyer's right of inspection and the activities contemplated by the Agreement. Buyer's indemnification obligations set forth herein shall survive the Closing, shall not be merged with the Grant Deed, and shall survive the expiration or earlier termination of the Agreement and escrow.

32. Assignment. Buyer may not assign, transfer or convey its rights and obligations under this Agreement or in the Property without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole discretion, provided, however, Seller consents in advance to an assignment by Buyer to any entity controlling, controlled by, or under common control with Buyer, subject to Buyer providing written notice to Seller as referenced below. Any assignee shall assume all of Buyer's obligations hereunder and succeed to all of Buyer's rights and remedies hereunder and any assignment and assumption must be in writing and delivered to Seller at least three (3) business days prior to the Closing Date. No assignment or assumption shall relieve Buyer from its obligations and liabilities under this Agreement; provided, however, that if Closing occurs the assignor (but not the assignee) will thereupon be relieved of all the assignor's obligations arising under the Agreement before, on and after Closing.

33. License Agreements. Buyer has been advised and acknowledges that Seller has entered into two (2) license agreements (individually a "**License**" and collectively the "**Licenses**"), (i) one with Ginger B, Inc. (Guy Vidal) and (ii) one with Milken Community School (each a "**Licensee**"), for the use of the tennis courts on the Property. Not later than the expiration of the Buyer's Contingencies, Buyer may deliver a written notice to Seller setting forth which, if either, of the Licenses Buyer has elected to have Seller terminate. Seller will promptly deliver a notice of termination to each Licensee terminating the License that Seller is timely notified hereunder to terminate by Buyer, provided that Seller shall have no responsibility with respect to the Licenses other than to serve the termination notice as directed by Buyer. At Closing, Seller shall assign to Buyer, to the extent assignable, and Buyer shall assume, any License that has not been terminated pursuant to an Assignment and Assumption Agreement.

34. No Liability. Notwithstanding anything to the contrary contained herein, and save and except for claims based on actual fraud: (a) the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer (including, without limitation, for any breach of any representation, warranty and/or covenant of Seller) under this Agreement or any documents executed pursuant hereto or in connection herewith shall, under no circumstances whatsoever, exceed three percent (3.0%) of the Purchase Price (the "Cap Amount"); and (b) no claim by Buyer alleging a breach by Seller of any representation, warranty and/or covenant of Seller contained herein, may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless and until such claim, either alone or together with any other claims by Buyer alleging a breach by Seller of any such representation, warranty and/or covenant, is for an aggregate amount in excess of $25,000 (the "Floor Amount"), in which event Seller's liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the Cap Amount set forth in clause (a) above; provided, however,

that if any such final judgment is for an amount that is less than or equal to the Floor Amount, then Seller shall have no liability with respect thereto. Seller shall have no liability with respect to any of Seller's representations, warranties and covenants herein if, prior to the Closing, Buyer has actual knowledge of any breach of a representation, warranty or covenant of Seller herein, or Buyer obtains knowledge (from whatever source, including, without limitation, as a result of Buyer's review of the Documentation and its due diligence tests, investigations and inspections of the Property, or written disclosure by Seller or Seller's agents and employees) that contradicts any of Seller's representations, warranties or covenants, or agreements herein, and Buyer nevertheless consummates the transaction contemplated by this Agreement.

35. Confidentiality. Seller and Buyer each expressly acknowledges and agrees that, this Agreement, the transactions contemplated by this Agreement, and the terms, conditions, and negotiations concerning the same will be held in confidence by each party and will not be disclosed by either party except to its respective legal counsel, accountants, consultants, officers, investors, clients, partners, directors, shareholders, affiliates, members, managers, employees, lenders and prospective lenders, co-investors and joint venture partners (and the respective attorneys and advisors of each of the foregoing), and, in the case of Buyer, to governmental authorities and utility providers in connection with Buyer's due diligence investigations and pursuit of development approvals for the Property, and except and only to the extent that such disclosure may be necessary for their respective performances hereunder or as otherwise required by applicable law. Buyer further acknowledges and agrees that, until the Closing occurs, all information obtained by Buyer in connection with the Property will not be disclosed by Buyer to any third persons other than those described above without the prior written consent of Seller. Neither party shall issue any press release or other public announcement regarding this Agreement or the transactions contemplated hereby, whether before or after the Closing, without the prior written approval of the other party; provided, however, that any Seller reference to the transactions contemplated hereby on Seller's board meeting agendas or in Seller's board meetings pursuant to state law shall not constitute a public announcement under this Section 35. Nothing contained in this Paragraph 35 will preclude or limit either party to this Agreement from disclosing or accessing any information otherwise deemed confidential under this Paragraph 35 in connection with that party's enforcement of its rights following a disagreement hereunder, or in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction or any filings with Authorities required by reason of the transactions provided for herein pursuant to an opinion of counsel; provided, however, in the event such disclosure is required pursuant to a subpoena or court order, the applicable party shall promptly notify the other party thereof so that the other party may seek a protective order, waive compliance with this Paragraph 35, and/or take any other action mutually agreed upon by the parties. The provisions of this Paragraph 35 will survive the Closing or any termination of this Agreement.

36. Interpretation; Facsimile and Electronic Execution and Delivery. This Agreement shall be deemed to have been drafted by both parties and shall not be interpreted against any person as drafter. In addition, prior drafts of this Agreement shall not be used in any way to interpret the provisions hereof. This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of which together are to constitute one and the same Agreement. To the full extent permitted by California's Uniform Electronic Transactions Act (California Civil Code §§ 1633.1 et. seq.), this Agreement, along with any other documents necessary for the

consummation of the transactions contemplated hereunder, may be accepted, executed or agreed to through the use of a digital signature in accordance with said Act and/or any other applicable California law. This Agreement and any other document accepted, executed or agreed to in conformity with such law will be binding upon each party as if it were physically executed. The parties hereto agree that executed copies of this Agreement and any other document accepted, executed or agreed to in conformity with such law may be transmitted electronically, including, without limitation, via email, cloud services, portals and services such as Dropbox and DocuSign.

37. Miscellaneous.

(a) Buyer and Seller each acknowledge that (i) they have been advised to obtain the advice of independent legal counsel in relation to this Agreement; (ii) they have obtained such legal advice to the full extent each Party deems appropriate; (iii) this Agreement is the result of arms-length negotiations between the Parties, with the advice and assistance of their respective legal counsel; and (iv) Buyer and Seller are each executing this Agreement with, and upon, the advice of its respective legal counsel.

(b) Notwithstanding any other provision of this Agreement, Seller shall have no liability to Buyer for any delays or any failure to satisfy Seller's obligations reasonably resulting from, caused by or due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, freight embargos, lack of transportation, unavailability or shortage of gas, water, electricity or other utilities, weather-caused delays and acts of Buyer other than as permitted or required by this Agreement.

(c) The terms, conditions and provisions of Paragraphs 12.2, 12.3, 21, 29, 30, 31, 36, 37, 38: (i) shall survive the Closing or, if this Agreement is terminated, termination of this Agreement; and (ii) shall not be merged with the deed upon its delivery and recordation.

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

(e) Except as set forth herein, the Agreement shall remain unmodified. The Agreement, as modified by this Addendum, shall remain in full force and effect. In the event of any conflict between any provisions of this Addendum and any other provisions of the Agreement, the provisions of this Addendum shall control.

38. Deposit; Remedies.

(a) Return of Deposit. Notwithstanding anything to the contrary contained in Paragraph 4.5 of the Agreement, following the waiver or satisfaction of Buyer's Contingencies, the Deposit shall be promptly returned to Buyer if this Agreement is terminated or the Closing fails to occur (i) as a result of a breach or default by Seller under this Agreement that is not cured, (ii) pursuant to Paragraph 9.1(n) or 9.1(o) of the Agreement, or (iii) as a result of the failure of any condition to Buyer's obligation to close

set forth in this Agreement, including, without limitation, the condition set forth in Paragraph 9.1(p) of the Agreement and the Title Company's failure or refusal to issue the policy of title insurance described in Paragraph 10.4 of the Agreement subject only to the exceptions approved by Buyer, in each case other than a failure caused by Buyer's default.

(b) Liquidated Damages. Notwithstanding anything to the contrary contained in Paragraph 21 of the Agreement: (i) the liquidated damages payable to Seller thereunder shall be an amount equal to the Deposit actually delivered to Escrow Holder as of the date of Buyer's default (exclusive of interest), not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00); (ii) Seller shall be entitled to such liquidated damages only if, after the satisfaction or waiver of Buyer's Contingencies, the Closing fails to occur as a result of Buyer's default in its obligation to purchase the Property in accordance with this Agreement; and (iii) the retention of such amount shall be Seller's sole and exclusive remedy for such failure of the Closing to occur.

Buyer's Initials: _____ Seller's Initials: _____

(c) Seller Default. In the event Seller fails to complete the sale of the Property or breaches any one or more of its obligations under the Agreement prior to Closing (and such failure or breach continues to exist after the expiration of any applicable or reasonable notice and cure period) and Buyer elects not to waive such default and proceed to Closing, then Buyer may, as its sole and exclusive remedy available at law or in equity, elect one of the following: at its election, either (i) enforce specific performance of Seller's obligation to convey the Property to Buyer, provided that Buyer delivers written notice to Seller not more than fifteen (15) days after Buyer becomes aware of such failure, an action is filed within forty-five (45) days thereafter, and at the scheduled date of Closing, Buyer is ready, willing and able to close in accordance with the terms of this Agreement (other than any obligation to deliver the amount as and when required under Section 10.3 of the Agreement); or (ii) terminate the Agreement by written notice to Seller and Escrow Holder, in which event the Deposit shall be promptly returned to Buyer, Seller shall pay all Title Company and Escrow Holder cancellation fees and costs, and Seller shall reimburse Buyer, within ten (10) days after written demand, for Buyer's documented out-of-pocket costs incurred in connection with this Agreement and Buyer's investigation of the Property, not to exceed Fifty Thousand Dollars ($50,000.00). Seller's reimbursement obligation under this Paragraph 38(c) shall survive the termination of this Agreement.

Powered by BoardOnTrack

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

BUYER:

RP ACQ, LLC, a Delaware limited liability company

By:_____
Samuel Kraus
Executive Vice President

SELLER:

MPM 16600 Vanowen Street LLC, a California limited liability company

By:_____
Alfredo Rubalcava
Chief Executive Officer and Superintendent

Coversheet

Approval of the Appointment of a New Director to the MPM, Inc. Board of Directors

Section: V. Action Items
Item: E. Approval of the Appointment of a New Director to the MPM, Inc. Board of Directors
Purpose: Vote
Submitted by:
Related Material:
V.E. Approval of the Appointment of a New Director to the MPM, Inc. Board of Directors.pdf

Agenda Item:	V.E. Action Item
Date:	November 19, 2026
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 the Appointment of a New Director to the MPM, Inc. Board of Directors

Action Proposed:

Staff recommends and moves that the Board approve the appointment of a new director to the Board of Magnolia Properties Management, Inc. following the resignation of director Rabbi Beliak.

Purpose:

To ensure continued board functionality and keep MPM positioned to effectively support Magnolia Educational & Research Foundation ("MERF").

Background:

MPM's Board consists of three (3) directors, within the range permitted under Article III, Section 2 of its Bylaws. One director is resigning, creating a vacancy to be filled through the appointment of a successor director in accordance with Article III of the Bylaws.

MPM exists solely to support and carry out the purposes of MERF, as stated in its Articles of Incorporation.

Analysis:

As MERF continues to advance significant operational and financing matters requiring timely board action, maintaining an aligned and fully functioning Board is essential. Staff intends to recommend [_____] for appointment; however, the Board may consider additional nominations at the meeting and appoint a director subject to Board approval.

Impact:

Approval will maintain board continuity and support MPM's ability to fulfill its role in alignment with MERF's objectives.

Budget Implications:

There are no direct budget implications associated with this action.

Exhibits:

- Exhibit A: Magnolia Properties Management, Inc. Bylaws

BYLAWS

OF

MAGNOLIA PROPERTIES MANAGEMENT, INC.

ARTICLE I

OFFICES AND SEAL

Section 1. OFFICES. The principal office for the transaction of the activities and affairs of the corporation shall be at such location within the State of California as the Board of Directors shall from time to time designate. The corporation may also have such other offices within the State of California as the Board of Directors may from time to time establish.

Section 2. CORPORATE SEAL. The corporation may adopt and use a corporate seal.

ARTICLE II

NON-MEMBERSHIP CORPORATION

The corporation shall not have members. Any action which would otherwise require approval of members shall require only approval of the Board of Directors.

ARTICLE III

BOARD OF DIRECTORS

Section 1. POWERS. The powers of the corporation shall be exercised, its property controlled and its activities and affairs conducted by or under the direction of the Board of Directors (the "Board"). The Board may delegate the management of the activities of the corporation to any person or persons, management company, or committee provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. AUTHORIZED NUMBER AND QUALIFICATIONS. The authorized number of Directors shall be not less than 3 nor more than 7, until changed by amendment to these Bylaws. The exact number of authorized Directors shall be fixed within these limits from time to time by Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation (the "Sponsor").

No more than 49 percent of the persons serving on the Board may be interested persons. An interested person is (a) any person currently being compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director, and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such a person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the corporation.

Section 3. DESIGNATION AND TERM. The Sponsor, acting through its Board of Directors, shall designate the Directors of the corporation. Each Director designated by the Sponsor shall serve for such term of office as is designated by the Sponsor.

Section 4. RESIGNATION. A Director may resign effective upon giving written notice to the Chair, if any, the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. No Director may resign if the corporation would be left without a duly elected Director in charge of its affairs.

Section 5. REMOVAL OF DIRECTORS. A Director may be removed at any time for any reason by the Sponsor.

Section 6. VACANCIES. A vacancy or vacancies on the Board shall be deemed to exist in the event of the death, resignation or removal of any Director, or, if the Board by resolution declares vacant the office of a Director who has been declared of unsound mind by an order of court, or who has been convicted of a felony, or who has been found by final order or judgment of any court to have breached a duty under Part 2, Chapter 2, Article 3 of the California Nonprofit Corporation Law.

In the event of any vacancy on the Board, the vacancy shall be filled by the Sponsor pursuant to Section 3 of this Article III.

Section 7. COMPENSATION. The Directors shall serve without compensation for their services as Directors; provided, however, that the Directors may receive reimbursement of expenses actually incurred in connection with the performance of duties as Directors.

Section 8. MEETINGS.

(a) Call of Meeting. Meetings of the Board may be called by the Chair, if any, the President, the Secretary or any two (2) Directors.

(b) Place of Meetings. All meetings of the Board shall be held at the principal office of the corporation or at such other place as shall be determined from time to time by resolution of the Board.

(c) Annual Meetings. The annual meeting of the Board shall be held, without call or notice, at the principal office of the corporation or at such other place as shall be determined by resolution of the Board, on such date and at such time as the Board may, from time to time, fix.

(d) Regular Meetings. Regular meetings of the Board may be held, without call or notice, at the principal office of the corporation or at such other place as shall be determined by resolution of the Board, on such date and at such time as the Board may, from time to time, fix.

(e) Special Meetings. Special meetings of the Board may be called by the Chair, if any, the President or the Secretary or any two (2) Directors. Special meetings shall be held on four (4) days prior written notice by first-class mail, postage prepaid, or on forty-eight (48) hours notice delivered personally or by telephone, including a voice messaging system, or by electronic transmission by the corporation. Notice of the special meeting need not be given to any Director who signs a waiver of notice or a written consent to the holding of the meeting or approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of such notice to such Director. All such waivers and consents need not specify the purpose of the meeting but shall be filed with the corporate records or made a part of the minutes of the meetings.

(f) Quorum. A majority of the authorized Directors shall constitute a quorum of the Board for the transaction of business.

(g) Transactions of Board. An act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a different number, or the same number after disqualifying one or more Directors from voting, is required by law, by the Articles of Incorporation, or by these Bylaws, including but not limited to those provisions relating to (i) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors; provided, however, that any meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors if any action taken is approved by at least a majority of the required quorum for such meeting.

(h) Conduct of Meetings. The Chair, if any, or, in his or her absence, any Director selected by the Directors present, shall preside at meetings of the Board. The Secretary of the corporation or, in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary and record the minutes of the meeting of the Board.

(i) Participation in Meeting. Directors may participate in a meeting through use of conference telephone or electronic video screen communication. Participation in a meeting through use of conference telephone or electronic video screen communication pursuant to this subsection constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another.

(j) Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time or place must be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment.

(k) Electronic Transmission by the Corporation. Electronic transmission by the corporation shall be valid only if:

(i) delivered by (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address, respectively, for that recipient on record with the corporation, (b) posting on an electronic message board or network that the corporation has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered upon the later of the posting or delivery of the separate notice thereof, or (c) other means of electronic communication,

(ii) to a recipient who has provided an unrevoked consent to the use of those means of transmission for communications, and

(iii) that creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

Section 9. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors individually or collectively consent in writing to that action and if, subject to subdivision (a) of Section 5224 California Corporations Code, the number of directors then in office constitutes a quorum. The written consent or consents shall be filed with the minutes of the proceedings of the Board. The action by written consent shall have the same force and effect as a unanimous vote of the Directors. For purposes of purposes of this Section 9 only, "all Directors" does not include an "interested director" as defined in subdivision (a) of Section 5233 of the California Corporations Code or a "common director" as described in subdivision (b) of Section 5234 of the California Corporations Code who abstains in writing from providing consent, where (1) the facts described in paragraph (2) or (3) of subdivision (d) of such Section 5233 are established or the provisions of paragraph (1) or (2) of subdivision (a) of such Section 5234 are satisfied, as appropriate, at or prior to execution of the written consent or consents, (2) the establishment of those facts or satisfaction of those provisions, as applicable, is included in the written consent or consents executed by the noninterested or noncommon Directors or in other records of the corporation, and (3) the noninterested or noncommon Directors, as applicable, approve the action by a vote that is sufficient without counting the votes of the interested Directors or common Directors.

ARTICLE IV

COMMITTEES

Section 1. COMMITTEES GENERALLY. The Board may appoint executive, standing or special committees, consisting of two (2) or more Directors for any purpose defined by these Bylaws or determined by the Board. When such committees are composed solely of Directors, the Board may delegate to such committees any of the power and authority of the Board, except the power and authority to (i) fill vacancies on the Board or in any committee which has the authority of the Board; (ii) fix compensation of the Directors for serving on the Board or on any committee; (iii) amend or repeal these Bylaws or adopt new Bylaws; (iv) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable; (v) appoint committees of the Board or the members thereof; (vi) expend corporate funds to support a nominee or applicant for Director; (viii) approve of any self-dealing transaction except as provided by law; or (ix) take any actions that would have required approval of the members if the corporation had members regardless of the fact that it does not have members. Committees which are composed solely of Directors and

to which the powers of the Board are delegated shall have power to act only in intervals between meetings of the Board and shall at all times be subject to the control of the Board.

Section 2. MEETINGS OF COMMITTEES. Unless otherwise provided in these Bylaws, the Board, or if the Board does not act, the committees, shall establish rules and regulations for meetings generally conforming to those set forth in Article III hereof and shall meet at such times as are deemed necessary. Committees shall keep regular minutes of proceedings and report the same to the Board from time to time as the Board may require.

Section 3. STANDING AND SPECIAL COMMITTEES. The standing committees of the Board shall consist of an Audit Committee and such other standing committees as the Board may authorize from time to time. Special committees may also be authorized by action of the Board. Any committee composed of persons one or more of whom are not Directors may act solely in an advisory capacity to the Board.

Section 4. AUDIT COMMITTEE. The Audit Committee may include persons who are not members of the Board, but the member or members of the Audit Committee shall not include any members of the staff of the corporation, including the President and the Treasurer. If the corporation has a Finance Committee, members of the Finance Committee shall constitute less than one-half of the Audit Committee, and the chair of the Audit Committee may not be a member of the Finance Committee. Members of the Audit Committee shall not receive any compensation from the corporation and shall not have a material financial interest in any entity doing business with the corporation. Subject to the supervision of the Board, the Audit Committee shall be responsible for recommending to the Board the retention and termination of the independent auditor and may negotiate the independent auditor's compensation, on behalf of the Board. The Audit Committee shall confer with the auditor to satisfy its members that the financial affairs of the corporation are in order, shall review and determine whether to accept the audit, shall assure that any nonaudit services performed by the auditing firm conform with standards for auditor independence, and shall approve performance of nonaudit services by the auditing firm.

Section 5. APPOINTMENT. The chair and members of a committee shall be appointed by a majority vote of the Directors then in office.

Section 6. TERM OF OFFICE. The chair and each member of all standing committees shall serve until the next annual meeting of the Board and until his or her successor is appointed, or until such committee is sooner terminated, or until he or she is removed, resigns, or otherwise ceases to qualify as a chairperson or member of the committee, as the case may be.

Section 7. VACANCIES. Vacancies on any committee may be filled for the unexpired portion of the term in accordance with Section 5 of this Article IV.

Section 8. REMOVAL OF MEMBERS. The Board may remove, with or without cause, a member or members of any committee.

Section 9. QUORUM AND VOTING. A majority of the members of a committee shall constitute a quorum and any transaction of a committee shall require a majority vote of the members present at a meeting at which a quorum is present or be approved by the unanimous written consent of all members of the committee.

ARTICLE V

OFFICERS

Section 1. NUMBER AND TITLE OF OFFICERS. The officers of the corporation shall be a President, a Secretary, a Chief Financial Officer (the "Treasurer"), and such other officers, with such titles and duties as shall be determined by the Board. Any number of offices may be held by the same person, except that no person serving as the Secretary or the Treasurer may serve concurrently as the President.

Section 2. ELECTION OF OFFICERS. The officers of the corporation shall be chosen by and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. Officers shall be eligible for re-election without limitation on the number of terms they may serve. Officers need not be members of the Board except that the Chair, if any, must be a Director. Each officer shall hold office until the next Annual Meeting and until each such officer's successor is elected and qualifies.

Section 3. SUBORDINATE OFFICERS; ASSISTANTS. The Board may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. Any officer may be removed, either with or without cause, by the vote of the Board.

Any officer may resign (without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party) at any time by giving written notice to the corporation. Any resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of any resignation shall not be necessary to make it effective.

Section 5. VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to that office.

Section 6. CHAIR. The Board may appoint a Chair. The Chair, if any, shall be selected from the Directors and shall, if present, preside at all meetings of the Board. The Chair shall exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board or prescribed by the Bylaws.

Section 7. PRESIDENT AND CHIEF EXECUTIVE OFFICER. Subject to the control of the Board, the President shall be the Chief Executive Officer and general manager of the corporation and shall have general supervision, direction and control of the business and officers of the corporation. He or she shall have the general power and duties of management usually vested in the office of Chief Executive Officer of a corporation and shall have such other powers or duties as may be prescribed by the Board or these Bylaws. Subject to such limitations as may be imposed by the Board, any powers or duties vested in the President may be delegated by him or her to such subordinates as he or she may choose.

Section 8. SECRETARY. The Secretary shall keep or cause to be kept at the principal executive office or at such other place as the Board may direct, a book of minutes of all meetings and actions of the Board and committees of Directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at Directors' meetings or committee meetings and the proceedings.

The Secretary shall give, or cause to be given, notice of all meetings of the Board required by these Bylaws or by law to be given, he or she shall keep the seal of the corporation, if the corporation shall adopt one, in safe custody, and he or she shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

Section 9. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts or disbursements. The books of account shall at all reasonable times be open to inspection by any Director.

The Treasurer shall deposit or cause to be deposited all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board and shall have the authority to execute and affix the endorsement of the corporation upon any negotiable instrument for the purpose of making any such deposit. He or she shall render to the Board, whenever it requests it, an account of all of his or her transactions as Treasurer and of the financial condition of the corporation and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 10. APPROVAL OF COMPENSATION. The Board or an authorized committee of the Board shall review and approve the compensation, including benefits, of the President and the Treasurer to assure that it is just and reasonable. This review and approval shall occur initially upon the hiring of the officer, whenever the term of employment, if any, of the officer is renewed or extended, and whenever the officer's compensation is modified. Separate review and approval shall not be required if a modification of compensation extends to substantially all employees.

The Board may review and approve the compensation, including benefits, of all officers of the corporation and other persons to ensure that no taxes are imposed under Section 4958 of the Internal Revenue Code of 1986, as amended.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 1. INDEMNIFICATION. The corporation shall, to the maximum extent permitted by the California Nonprofit Corporation Law, indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the corporation. For purposes of this Article VI, an "agent" of the corporation means any person who is or was a Director, officer, or employee of the corporation, or any such person who is or was

serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

Section 2. INSURANCE. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this corporation would have the power to indemnify the agent against that liability under the provisions of this Article VI.

ARTICLE VII

CORPORATE RECORDS AND REPORTS

Section 1. CORPORATE RECORDS. The corporation shall keep adequate and correct records of account and minutes of the proceedings of its Board and committees of the Board. The minutes shall be kept in written form. Other books and records shall be kept in either written form or in any other form capable of being converted into written form.

Section 2. INSPECTION. Each Director shall have the absolute right to inspect at any reasonable time all books, records and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. Any inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and makes extracts of documents.

Section 3. ANNUAL REPORT. The Board shall cause an annual report to be sent to each Director within one hundred twenty (120) days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail, for the fiscal year:

(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds;

(c) The revenues or receipts of the corporation, both unrestricted and restricted to particular purposes;

(d) The expenses or disbursements of the corporation for both general and restricted purposes; and

(e) Any information required by Section 4 of this Article VII.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records. The report shall be prepared, audited, and made available in the manner required by paragraph (1) of subdivision (e) of Section 12586 of the Government Code, if applicable.

This requirement of an annual report shall not apply if the corporation receives less than $25,000 in gross receipts during the fiscal year; provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors who request it in writing.

Section 4. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATION. The corporation shall furnish annually to each Director a statement of any transaction or indemnification described in California Corporations Code Section 6322, if such transaction or indemnification took place. Such annual statement shall be affixed to and sent with the annual report described in Section 3 of this Article VII.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 1. VOTING SHARES. The corporation may vote any and all shares of stock held by it in any other corporation by such officer, agent, or proxy as the Board may appoint, or in default of any such appointment by the President or Treasurer and, in such case, such officers, or any of them, may likewise appoint a proxy to vote such shares.

Section 2. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts or other orders for payment of money or notes or other evidences of indebtedness shall be issued or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board.

Section 2. CORPORATE CONTRACTS, ETC., HOW EXECUTED. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers or agent or agents in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances, and, unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

ARTICLE IX

AMENDMENTS

Section 1. AMENDMENT. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Board with the written consent of the Sponsor.

CERTIFICATE OF ADOPTION

I, the undersigned, do hereby certify:

a. That I am the duly elected and acting Secretary of Magnolia Properties Management, Inc., a California nonprofit public benefit corporation;

b. That the foregoing is a true, correct and complete copy of the Bylaws of such corporation as duly adopted by action of the Incorporator of the corporation and approved by the Board of Directors of the corporation on February 24, 2012; and

c. That the Bylaws have not been amended and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24th day of February 2012.

Melik Saylin, Secretary

Coversheet

Approval of MPS School Sustainability and Closure Framework

Section: V. Action Items
Item: F. Approval of MPS School Sustainability and Closure Framework
Purpose: Vote
Submitted by:
Related Material: V.F. Approval of MPS School Sustainability and Closure Framework.pdf

Agenda Item:	V.F Action Item
Date:	November 19, 2026
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Board of Directors (the "Board")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Erdinc Acar, Deputy Superintendent
RE:	Approval of the MPS School Sustainability and Closure Framework

Action Proposed:

Approve the MPS School Sustainability and Closure Framework as a consistent, evidence-based process to assess school viability, direct early intervention, and evaluate strategic options. Direct the Superintendent/CEO to implement the evidence-validation, principal-engagement, alternative-analysis, and reporting protocols. This action does not authorize closure, consolidation, relocation, or material program changes at any individual school; such proposals require separate Board consideration.

Purpose:

Establish transparent, equitable decision criteria that protect student learning and school stability, provide earlier support to schools, and improve long-term organizational stewardship.

Background:

Enrollment variability, expiring one-time funding, operating deficits, facility commitments, and changing community demand require a consistent school-by-school review. MPS developed this framework in connection with its fiscal stabilization and strategic planning work, informed by the Charter School Growth Fund sustainability approach and organizations with similar frameworks.

Analysis:

The framework examines enrollment and demand; academic performance and authorizer standing; financial condition and liquidity; staffing, instructional model, and required services; facilities and contractual obligations; and community/strategic context. Decisions rely on sourced, time-aligned evidence, with incomplete or disputed information identified before scoring. Material safety, compliance, or liquidity risks receive separate escalation. School leaders will validate context, and management will evaluate feasible improvement plans and alternatives before making a site-specific recommendation.

Impact:

The framework strengthens early support, consistent oversight, and principal participation. Any subsequent site proposal must separately address student continuity, family engagement, staff transitions, educational equity, applicable approvals, and implementation responsibilities.

Budget Implications:

No immediate school closure expenditure or new facility commitment is authorized. Initial analysis is expected to use existing resources. Each future site-specific proposal will quantify recurring and one-time costs, savings, cash flow, facility/debt obligations, and transition costs before Board action.

Exhibits:

MPS School Sustainability and Closure Framework (proposed for approval)

MPS Sustainability & Closure Decision Framework

Management Governance, Intervention, and Decision Guide

TIER 1 SUSTAINABLE	TIER 2 WATCH	TIER 3 INTERVENTION	TIER 4 DECISION REVIEW	TIER 5 TRANSITION / CLOSURE

Purpose: identify risk early, intervene deliberately, and make structural decisions before financial or operational conditions become emergencies.

November 2026

1. Purpose and Intended Use

The MPS Sustainability & Closure Decision Framework establishes a consistent process for identifying, monitoring, supporting, restructuring, consolidating, relocating, or, when necessary, closing schools whose long-term viability is at risk. The framework is designed as a portfolio-management tool for the Management and Board, not as a closure-first protocol.

- Identify sustainability risks before they become emergencies.
- Distinguish temporary enrollment or budget challenges from structural problems.
- Provide schools reasonable, time-bound opportunities to recover.
- Apply consistent expectations and decision standards across the MPS network.
- Evaluate restructuring, merger, relocation, and other alternatives before recommending closure.
- Protect students, employees, and the broader financial health of Magnolia Public Schools.
- Maintain enough financial and operational runway to execute an orderly transition if closure becomes necessary.
- Create a clear evidence trail supporting Management and Board decisions.

Core design principle

Closure is the final tier of the framework, not the starting point. A school may improve and move down in risk level, or deteriorate and move upward. Tier placement is a management status, not a permanent label.

2. Core Sustainability Test

Every MPS school will be evaluated through four questions:

Lens	Decision Question
Enrollment	Is there sufficient and sustainable demand for the school?
School Model	Can the school deliver its educational program at a cost structure supported by realistic enrollment?
Financial Runway	How much time does MPS have before the school's financial position becomes unacceptable?
Strategic Viability	Is there a reasonable intervention, restructuring, merger, relocation, or other strategy capable of changing the trajectory?

Central decision question

Does the school have a credible pathway to sustainable operation within the time and financial resources available?

3. MPS Sustainability Tiers

The five-tier continuum provides a common language for school status, management posture, decision rights, and required documentation.

Tier	Status	Core Question	Management Posture
1	**Sustainable - Green**	Is the school operating sustainably?	**Monitor**
2	**Sustainability Watch - Yellow**	Are emerging risks likely to affect sustainability?	**Diagnose**
3	**Formal Sustainability Intervention - Orange**	Can the school recover through a defined intervention?	**Intervene**
4	**Strategic Decision Review - Red**	Is there still a credible sustainable alternative to closure?	**Decide**
5	**Transition / Closure**	How do we execute the approved decision responsibly?	**Transition**

Important: A school does not have to pass sequentially through every tier. A severe financial, legal, facility, authorizer, enrollment, or safety event may warrant immediate placement into Tier 3 or Tier 4.

4. Tier 1 - Sustainable

Status: GREEN

The school has sufficient enrollment, financial resources, operational capacity, and market demand to reasonably sustain its educational program.

Typical indicators

- Enrollment is near or above approved target and above minimum viable enrollment.
- Grade-level cohorts are viable and retention/persistence is stable.
- Applications and leads provide sufficient replacement demand.
- School operations are structurally balanced or within normal budget tolerance.
- No recurring extraordinary network subsidy is required.
- Facility costs are sustainable and staffing is aligned with enrollment.
- No material authorizer or charter risk exists.
- Local demographic trends do not indicate significant near-term deterioration.

Management posture and cadence

- Normal monitoring through enrollment, finance, academic, and operational dashboards.
- Review quarterly through established Management and budget/enrollment routines.

Required output

Standard school dashboards: enrollment, ADA, retention, staffing, budget forecast, and major facility obligations. No additional sustainability plan is required.

5. Tier 2 - Sustainability Watch

Status: YELLOW

The school remains viable but has one or more emerging indicators that could become structural if not corrected.

Typical indicators

- Enrollment consistently below target or declining across two or more years.
- Weakening incoming cohorts, retention, persistence, or lead-to-enrollment conversion.
- Declining local school-age population or increasing competitive pressure.
- Operating deficit, rising personnel costs, or disproportionate facility expenses.
- Dependence on temporary revenue or growing Home Office/network subsidy.
- Leadership or operational instability that materially affects enrollment or finances.

Illustrative quantitative indicators

These indicators will be calibrated annually and should not operate as automatic rules:

- Enrollment below approximately 90-95% of the approved budget target.
- Enrollment declined for two consecutive years.

- Multiple grade levels below minimum viable cohort size.
- One-year operating deficit with no clear near-term correction.
- Meaningful and growing gap between current enrollment and break-even enrollment.

Required action

Develop a Sustainability Watch Plan covering enrollment, retention, staffing, budget, facility utilization, program/model, and local market conditions.

Cadence and exit

- Review monthly or every other month depending on severity.
- Return to Tier 1 when leading indicators demonstrate sustained improvement.
- Escalate to Tier 3 when performance does not improve within the established monitoring period or risk materially worsens.

6. Tier 3 - Formal Sustainability Intervention

Status: ORANGE

The school has a structural sustainability problem, but management believes there remains a credible intervention capable of restoring viability.

Typical conditions

- Material multi-year enrollment decline or enrollment materially below break-even.
- Persistent operating deficits or repeated network subsidy.
- Staffing structure cannot reasonably be supported by enrollment.
- Weak recruitment conversion and weak cohort replenishment despite prior interventions.
- Demographic evidence suggests declining local demand.
- Facility expense is materially disproportionate to revenue.
- Prior enrollment or cost interventions have not changed the trajectory.

Required Sustainability Recovery Plan

Workstream	Required Analysis
Enrollment	Target enrollment; minimum viable enrollment; retention; recruitment pipeline; feeder strategy; geographic expansion; transportation if relevant.
Financial	Break-even enrollment; annual deficit; monthly cash impact; staffing and vendor reductions; facility savings; required MPS subsidy.
School Model	Sections; minimum cohort size; staffing ratios; administrative structure; program commitments; class-size implications.
Structural Alternatives	Rightsizing; grade reconfiguration; program redesign; merger; co-location; relocation; facility restructuring; shared staffing; consolidation.

Intervention period

Normally 6-12 months, depending on the financial runway. The intervention period must never extend beyond the point at which MPS would lose sufficient cash or operational capacity to execute an orderly transition.

Required recovery gates

The plan will contain specific, dated thresholds rather than broad aspirations. Examples:

- By January 31, projected enrollment for the following year must reach a defined threshold.
- By March 31, registered enrollment must reach a defined threshold.
- Staffing must be reduced to a structure supportable at the expected enrollment level.
- The projected operating deficit must be reduced below an approved threshold.
- The school must demonstrate a realistic path to break-even within an approved timeframe.

Management standard

"Increase enrollment" is not a recovery plan. A sustainability plan must define measurable conditions for success, a decision deadline, and the consequences of missing the gates.

7. Tier 4 - Strategic Decision Review

Status: RED

Available evidence indicates that continuation of the current school may no longer be financially sustainable, and management cannot yet demonstrate a credible intervention capable of restoring sustainability within the available financial runway.

Closure has not necessarily been decided, but continuation is no longer the default assumption.

Decision question

Management decision test

Is there a realistic, executable, and financially sustainable alternative to closure that can be implemented before the school reaches an unacceptable financial position?

Required scenario analysis

Scenario	Analysis Required
A. Continue Current Model	Enrollment, staffing, deficit, and cash runway.
B. Rightsize School	Minimum viable staffing and program model.
C. Program Redesign	Demand, student impact, cost, and implementation feasibility.
D. Merge / Consolidate	Student, staffing, facility, governance, and financial implications.
E. Relocate	Market demand, facility cost, timeline, capital needs, and execution risk.
F. Alternative Facility Strategy	Potential savings, utilization, and enrollment effect.
G. Closure	Transition costs, recurring savings, student/staff impacts, legal and operational obligations.

Each scenario will include enrollment assumptions, revenue, personnel and non-personnel costs, facility costs, operating result, cash requirements, one-time implementation costs, timing, execution risk, student implications, staffing implications, and, where practical, a five-year financial impact.

Tier 4 presumption

A school should normally move toward a closure or consolidation recommendation when all three conditions below exist:

1. Structural unsustainability: the existing model cannot reasonably operate at projected enrollment.
2. Limited financial runway: continuation would materially deplete school or network resources or create a meaningful risk of default.
3. No credible alternative: no merger, relocation, restructuring, rightsizing, or other scenario can reasonably restore sustainability within the remaining runway.

Decision standard

The school lacks a credible pathway to sustainable operation before available financial resources are exhausted.

8. Tier 5 - Board-Approved Transition / Closure

Status: TRANSITION / CLOSURE

Tier 5 begins only after the authorized governance body has taken the applicable action. At that point, the organization shifts from debating whether closure will occur to executing the decision responsibly.

Tier 5 priorities

Priority	Minimum Expectations
Students	Identified next-school plan; enrollment support; records transfer; SPED/EL transition; graduation-credit review where applicable; family transition support.
Staff	Individual communication; retention expectations; internal placement opportunities; employment documentation; benefits/separation guidance.
Instruction	Maintain attendance, staffing, instructional expectations, student services, school culture, and safety through the final day.
Finance	Wind-down budget; liabilities; receivables; restricted funds; payroll; contracts; final audit.
Facilities	Lease closeout; inventory; asset disposition; IT removal; utilities; vendor closeout; facility turnover.
Community	Clear communication; town halls; transition supports; school legacy and recognition activities.

9. Six-Domain Sustainability Scorecard

Tier placement should not be based on enrollment alone. Each school should be assessed across six domains using a common evidence set.

#	Domain	Core Measures
1	**Enrollment & Demand**	Current enrollment, trend, retention, recruitment pipeline, break-even gap.
2	**Financial Sustainability**	Operating margin, structural deficit, subsidy, cash runway.
3	**School Model**	Staffing, sections, class size, minimum viable cohorts, program obligations.
4	**Market & Demographics**	School-age population, competition, geographic demand, feeder patterns.
5	**Facility Sustainability**	Cost, utilization, lease exposure, capital needs, relocation options.
6	**Academic / Strategic Viability**	Student outcomes, authorizer standing, program quality, strategic importance.

Each domain is rated: **3 - Sustainable | 2 - Concern | 1 - Material Risk | 0 - Critical**

Composite Score	Suggested Tier
15-18	Tier 1 - Sustainable
12-14	Tier 2 - Sustainability Watch
8-11	Tier 3 - Formal Sustainability Intervention
0-7	Tier 4 - Strategic Decision Review

The composite score is a screening and governance tool. It does not automatically determine closure or any other structural action.

10. Critical Override Triggers

Certain conditions will override the composite score and trigger immediate Tier 4 review when credible evidence indicates:

- Inability to meet payroll or other material obligations.
- Exhaustion of available unrestricted cash within the planning horizon.
- Default under material financial obligations.
- Loss, nonrenewal, or revocation of charter authority.
- Loss of a viable facility or inability to safely operate.
- Enrollment below the level required to operate an educationally viable program.
- A structural deficit that cannot reasonably be corrected.
- Extraordinary network subsidy that creates material risk for other MPS schools.

11. Cash Runway as the Decision Clock

Runway	Management Implication
> 24 months	Broader intervention and redesign remain feasible.
12-24 months	Formal recovery actions should already be underway.
6-12 months	Strategic alternatives and closure planning should occur in parallel.
< 6 months	The organization may have waited too long for an orderly process; executive and legal escalation is required.

Financial discipline

The decision will occur before cash exhaustion, not because cash has already been exhausted.

12. Network Subsidy Guardrail

MPS will distinguish an intentional, time-limited investment from a structural subsidy that perpetuates an unsustainable operating model.

Category	Definition / Examples
Intentional Investment	Temporary subsidy supporting startup, temporary enrollment disruption, planned expansion, facility transition, or strategic program investment.
Structural Subsidy	Recurring unrestricted support required because the school cannot sustain its operating model at realistic enrollment levels.

Management test

If this school were not currently operating, would MPS knowingly commit this amount of unrestricted funding today to recreate and sustain it under the same assumptions?

13. Governance by Tier

Tier	Primary Owner	Management Role	Board Role
1	School + normal HO functions	Routine oversight	Normal governance
2	Principal + assigned executive leader	Monitor watch plan	Awareness as appropriate
3	Management executive sponsor	Monthly formal intervention review	Periodic visibility on material risk
4	CEO/Superintendent + Management	Lead strategic review and recommendation	Confidential strategic oversight; decision authority where required
5	Designated Transition/Closure Executive	Steer cross-functional execution	Oversight of approved action and compliance

14. Recommended Annual MPS Sustainability Cycle

Timing	Portfolio Review Activity
August-September	Establish actual enrollment and update school-level forecasts.
October	Initial network sustainability rating.
November-December	Tier 2/Tier 3 diagnostic and intervention work.
January	Midyear Sustainability Review.
February-March	Preliminary next-year enrollment and budget scenarios.
April-June	Strategic viability reviews, final tier assignments, and any required structural decisions.

A rapidly deteriorating school will not wait for the annual cycle. Management may escalate tier status at any time.

15. Movement Between Tiers

Tier placement is dynamic. A school may move downward as interventions succeed or upward as evidence deteriorates. Every Tier 2-4 school will have the following recorded:

- Entry date and reason for placement.
- Indicators being monitored.
- Required actions and accountable executive.
- Decision deadline.
- Exit criteria and evidence required to change tier.

16. Management Sustainability Dashboard

The Management will review a single portfolio view so that struggling schools are evaluated consistently and in network context.

School	Tier	Enrollment vs Target	Break-Even Enrollment	3-Yr Trend	Operating Margin	Cash / Runway	Network Subsidy	Next Gate
[School A]								
[School B]								
[School C]								

17. Required Documentation by Tier

Tier	Required Document	Purpose
1	**Normal dashboards**	Routine performance and fiscal monitoring.
2	**Sustainability Watch Memo**	Define emerging risk, monitoring plan, and corrective actions.
3	**School Sustainability Recovery Plan**	Document quantified intervention strategy, gates, timeline, and accountability.
4	**Strategic Alternatives & Sustainability Analysis**	Compare continuation, restructuring, merger/relocation, and closure scenarios; support executive/Board decision.
5	**School Closure & Transition Plan**	Execute student, staff, finance, communications, facilities, records, compliance, and legacy workstreams.

18. Board Decision Standard

Recommended governance standard

After reviewing enrollment trends, financial projections, demographic and market conditions, the school's operating model, and available strategic alternatives, the Board determines whether a credible and financially sustainable pathway exists for continued operation. Where no such pathway can reasonably be implemented before available financial resources are exhausted or unacceptable financial risk is created for the organization, the Board may determine that an orderly closure, consolidation, or other structural action is necessary to protect students and the long-term sustainability of Magnolia Public Schools.

19. Framework vs. School-Specific Closure Requirements

This framework governs how MPS evaluates sustainability and escalates management action. Once a formal closure action is contemplated or approved, the technical closure process must be governed by the applicable school-specific and legal requirements, including:

- The school's charter petition and closure provisions.
- Authorizer requirements and timelines.
- Applicable Education Code and regulations.
- Facility, financing, employment, vendor, and other contractual obligations.
- Student records, special education, data, audit, tax, and asset-disposition requirements.

Before a Tier 5 recommendation reaches the Board, Legal/Compliance will prepare a school-specific Legal & Closure Requirements Annex that identifies the governing requirements, deadlines, responsible parties, and evidence of completion.

20. Implementation Standard

For consistent implementation, MPS will adopt the following operating rules:

1. Rate every school at least annually using the six-domain scorecard and current financial/enrollment forecasts.

2. Require a written Tier 2-4 record with owner, decision deadline, and exit criteria.

3. Use break-even enrollment and cash runway as mandatory decision inputs.

4. Do not allow recovery timelines to consume the resources required for an orderly transition.

5. Require formal scenario analysis before recommending a Tier 5 action, except when emergency legal or safety conditions make that impracticable.

6. Prepare the school-specific closure compliance annex before Board action whenever closure is a credible outcome.

7. Review tier status and next decision gates regularly at Management until the school returns to Tier 1 or completes an approved transition.

Appendix A - Tier Placement Quick Scorecard

This page is the Management's screening tool. Detailed analysis will support any Tier 3 or Tier 4 placement.

#	Domain	3 - Sustainable	2 - Concern	1 - Material Risk	0 - Critical
1	Enrollment & Demand	☐	☐	☐	☐
2	Financial Sustainability	☐	☐	☐	☐
3	School Model	☐	☐	☐	☐
4	Market & Demographics	☐	☐	☐	☐
5	Facility Sustainability	☐	☐	☐	☐
6	Academic / Strategic Viability	☐	☐	☐	☐

Composite Score: _____ / 18

Suggested Tier: _____

Override Trigger Present? ☐ No ☐ Yes

School	
Assessment Date	
Assigned Tier	
Executive Owner	
Decision / Review Deadline	
Primary Risk / Rationale	

Management Decision: ☐ Maintain Tier ☐ De-escalate ☐ Escalate ☐ Begin Strategic

Decision Review ☐ Other: _____

Appendix B - Tier 4 Strategic Decision Gate

☐ Current model is structurally sustainable at realistic enrollment.

☐ A defined intervention can restore sustainability within the available runway.

☐ At least one restructuring / merger / relocation scenario is financially and operationally executable.

☐ MPS has sufficient cash and capacity to continue operations without creating unacceptable network risk.

☐ If closure is recommended, sufficient funding and time remain to execute an orderly transition.

☐ School-specific charter, authorizer, legal, records, facility, audit, and employment requirements have been identified.

Tier 4 decision rule

A closure or consolidation recommendation is generally warranted when structural unsustainability, limited financial runway, and the absence of a credible alternative are all present.