



Board Agenda Item #	II A: Consent Agenda
Date:	December 10, 2020
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Approval of the MOU addendum between the SBE and MSA-Santa Ana

Proposed Board Recommendation

I move that the Board approve the MOU addendum between the SBE and MSA-Santa Ana.

Background

The State Board of Education (SBE) is the authorizer of MSA-Santa Ana. SBE has created the attached addendum to the MOU regarding the new requirements of SB 126 and asked that the governing boards of SBE-authorized schools approve it. The addendum covers the following topics:

- Written notice of any personnel changes in the School’s directors, officers, and/or administrators
- Posting of the following documents on the school website:
  - Articles of Incorporation
  - Bylaws, roster, biographies, and contact information of current board members
  - Annual calendar of meetings
- Board meetings will be recorded by audio, video or both, and posted on each of the schools’ internet website
- Brown Act training
- Posting of the Public Records Act Request policy on the website
- Posting of the Conflict of Interest Policy on the website
- The Board will adopt the following policies:
  - Campus Supervision
  - Safety Plan
  - Safety Training
  - Notice to parents: Parent Rights/FERPA

The Home Office will make sure the policies stated above are posted on the school website and the CDE is informed of any changes in the School's directors, officers, and/or administrators.

Budget Implications

N/A

How Does This Action Relate/Affect/Benefit All MSAs?

N/A

Name of Staff Originator:

David Yilmaz, Chief Accountability Officer

Exhibits (Attachments):

- MSA-Santa Ana MOU Addendum

School Name: Magnolia Science Academy Santa Ana  
Address: 2840 W. 1st Street, Santa Ana, CA 92703  
CDS Code: 30 76893 0130765  
Charter Number: 1686  
Charter Term: 2019–2024

## **Addendum to Section 1: Governance and Organizational Management, as outlined in the State Board of Education’s Memorandum of Understanding, regarding the new requirements of Senate Bill 126**

The School will be operated by Magnolia Educational and Research Foundation, a nonprofit benefit corporation, “Governing Board.” The School is a separate legal entity and neither the State Board of Education (SBE) nor the California Department of Education (CDE) is liable for the debts and obligations of the School, or for claims arising from the performance of acts, errors, or omissions by the School. The SBE reserves the right to appoint a voting member to the Governing Board in accordance with the California *Education Code (EC)* Section 47604(c). General purpose entitlement funding will be used for any public-school purpose determined by the governing body of the charter school pursuant to *EC* 47633(c). The School will use all revenue received from state and federal sources only for the educational services specified in the charter and this MOU for the pupils enrolled and attending the School. Funding must be used in accordance with applicable federal and state laws and regulations and the terms or conditions of any grant or donation received.

### **Organization**

The School will have a phone number, physical site address, including all resource centers, all applicable addresses, and email addresses posted on the School’s website and will update the posting immediately whenever the information changes. The School will provide the CDE with the phone numbers, physical site addresses, including all resources centers, all applicable addresses, and email addresses for the School’s administrative contacts and ensure that this information is kept current.

The School will provide the CDE with immediate written notice of any personnel changes in the School’s directors, officers, and/or administrators.

### **Establishment of Governance Structure (Governing Board)**

At all times that it is operational, the School will have the following information posted on the School’s website and will update the information within 30 days of any changes:

- Articles of Incorporation

- Bylaws approved by the governing board, roster, biographies, and contact information of current governing board members
- The annual calendar of governing board meetings, including a description of how parents and community members will be notified of the meetings, will be posted on the Internet

## **Governing Board Responsibilities**

### **Governing Board Meetings**

The Governing Board agrees to conduct public meetings to ensure that the governing board approves and implements effective policies and procedures for the School. The School agrees that all meetings will be conducted and agendas posted in accordance with the Ralph M. Brown Act (Brown Act) requirements, pursuant to California *Government Code (GC)*, sections 54950–54962, in compliance with *EC 47604.1(b)* and (c), and as stated in SB 126. All meeting agendas will be posted on the School’s website no less than 72 hours prior to each meeting, unless the meeting is called pursuant to *GC*, Section 54956 or 54956.5. All policies, policy changes, and approved minutes will be posted on the School’s website within 30 days of the associated meeting of the Governing Board.

Additionally, as further prescribed by *EC 47604.1(c)(4)(C)*, a governing body of an entity managing two or more charter schools that are not located in the same county shall ensure that the governing board meetings will be recorded by audio, video or both, and posted on each of the schools’ internet website.

The governing body of one nonclassroom-based charter school that does not have a facility or operates one or more resource centers shall meet within the physical boundaries of the county in which the greatest number of pupils who are enrolled in that charter school reside.

### **Brown Act Training**

The School will provide Brown Act training to its Governing Board members and administrative staff of the School prior to their execution of any duties. The School will certify to the CDE that the Governing Board and the administrative staff were trained in the Brown Act.

### **Public Records Request Policies**

The Governing Board will adopt policies and procedures regarding public records requests pursuant to the Public Records Act (commencing with *GC*, Section 6250), in accordance with *EC 47604.1(b) (2)* and SB 126 in order to ensure but not limited to the following: (1) all records, unless exempted from disclosure are available for public inspections; and (2) payment of fee for copies unless exempt from disclosure. The public records policy shall be posted on the charter school’s website.

## Conflict of Interest Policies

The Governing Board will adopt policies and procedures according to GC, Section 1090, the Political Reform Act of 1974, in accordance with EC 47604.1(b)(3) and (4), and SB 126, regarding conflicts of interest, including provisions related to nepotism for the Governing Board, and the School's employees, vendors and contractors, to: (1) ensure that no action taken by an individual or the School results in actual or apparent conflicts of interest, including, but not limited to, taking action or making decisions that benefit their personal financial interest; and (2) verify that all Governing Board members and School administrators have participated in conflict of interest training. The conflict of interest policy and procedures, including the disclosure categories, shall be posted on the charter school's website.

## Governing Board Policies

In addition to policies addressed in the Petition, the Governing Board will adopt policies or procedures to guide the operation of the School.

- **Campus Supervision:** Including, but not limited to, the supervision of pupils before and after school, and while on campus, pupil pick-up, as well as a procedure for visitors to enter and leave the campus. This policy will be posted on the School's website.
- **Safety Plan:** The safety and emergency plan will address at a minimum, fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, as well as other threats to the health and safety of pupils and staff.

In addition, the School agrees to include as part of the annual safety plan comprehensive strategies for instruction and service provisions during a Pandemic, including but not limited to distance learning, student access to learning materials, technology and internet services, meal distribution, special education and intervention services,

- **Safety Training:** The School will provide training for staff in responding to emergencies and conduct emergency response drills for its pupils. This policy will be posted on the School's website.
- **Notice to Parents/Guardians:** At all times it is operational, the School will have posted on the Internet information concerning the rights of parents and guardians under the federal Every Student Succeeds Act (ESSA), if applicable, and the Family Educational Rights and Privacy Acts (FERPA), and will update the posting as quickly as possible whenever the information changes. The School will also provide a hardcopy of the information to each family at the beginning of each school year.
- **Family Educational Rights and Privacy Act:** Parents and students of the School have a legitimate educational interest such that they are entitled to access to

education records under 20 U.S.C.A. § 1232g, the FERPA. The School, its officers and employees will comply with FERPA at all times. In addition, it is agreed that CDE employees with legitimate educational interests will also have access to those records. Records will, at a minimum, include emergency contact information, health and immunization data, attendance summaries, and academic performance data from the statewide pupil assessments required pursuant to *EC 60605*.

This Addendum to the MOU includes the understanding of the Parties with respect to the matters covered in the Addendum and MOU and supersedes any oral or written understandings between the Parties related to the subject matter of this Addendum. No person or party is authorized to make any representations or warranties except as set forth herein; and no Addendum, MOU, statement, representation, or promise by any individual or party that is not contained in this Addendum or MOU will be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises that are not expressly set forth in this Addendum. The Parties further acknowledge that this Addendum may be modified, updated, or augmented with the mutual agreement of the Parties, as evidenced in writing.

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Printed Name of Duly Authorized Representative of the School

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Signature of Duly Authorized Representative of the School

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Date

Stephanie Farland

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Printed Name of Director, Charter Schools Division

Stephanie  
Farland

Digitally signed by  
Stephanie Farland  
Date: 2020.08.06  
10:36:32 -07'00'

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Signature of Director, Charter Schools Division

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Date

Karen Stapf Walters, Executive Director

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Printed Name of Duly Authorized Representative of the SBE

*Karen Stapf Walters*

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Signature of Duly Authorized Representative of the Executive Director, SBE

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Date