



Board Agenda Item #	III A: Action Item
Date:	April 22, 2021
To:	Magnolia Public Schools Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Alfredo Rubalcava, CEO & Superintendent
RE:	Resolution Approving Charter Material Revision of Magnolia Science Academy - 5

Proposed Board Motion

I move that the MPS board approve the resolution that authorizes the following: (1) Material revision submission of Magnolia Science Academy-5's Charter Petition to the Los Angeles County Office of Education, (2) All supporting documentation included in the submission, and (3) Authorize the MPS CEO and Superintendent to take the necessary actions needed to complete the revision process.

Introduction

The Los Angeles County Office of Education (LACOE) allows charter operators to amend their charter petitions if the school wishes to make any substantial changes to their educational program, governance, organizational structure, or location. After reviewing Magnolia Science Academy-5's (MSA-5) Los Angeles Unified School District's (LAUSD) Prop. 39 offer to relocate to Chatsworth High School, approximately eight (8) miles away, it became apparent that MSA-5 needed to find a separate facility within the city of Reseda to prevent any impact to the 290 students and families we serve, especially amid the COVID-19 pandemic where students have suffered through trauma and instability.

Many efforts have been made to LAUSD for MSA-5 to stay at its current site but have proven unsuccessful. Therefore, as LACOE currently authorizes MSA-5, MPS pivoted quickly to find solutions and decided to request a material revision of MSA-5's charter to reflect a new location at Magnolia Science Academy-1's (MSA-1) site, only one (1) mile away for the 2021-22 school year.

Background

The Los Angeles Unified School District currently authorizes charter schools to occupy unused space on district campuses as part of Prop. 39. The Proposition requires any charter school occupying shared space on a district campus to submit a yearly application to continue using their current facilities. MSA-5, who currently shares space with a district campus, has requested to stay at their current site for the 2021-22 school year. Unfortunately, LAUSD issued a final Prop. 39 offer relocating MSA-5 to Chatsworth High School, eight (8) miles away.

Considering the trauma and instability of our students and families this year due to the COVID-19 pandemic, it is crucial now than ever to ensure that students once again have that stability as they prepare for coming back on campus for the hybrid reopening. This move will impact MSA-5 as they will be entering an entirely new community and student population.

This is not the first time the District has unnecessarily moved MSA-5. MSA-5 was initially located in an LAUSD Prop. 39 site in East Hollywood and was later relocated by LAUSD to the city of Reseda in 2015. As a result, MSA-5—a high-performing school while at the East Hollywood location—had to relaunch and re-build the school the following school year as a brand-new school at its new location sixteen (16) miles away.

The resolution being approved addresses the request for a material revision to MSA-5’s charter petition to reflect MSA-1’s location at 18220 and 18238 Sherman Way, one mile away from MSA-5 for the remainder of MSA-5’s charter term July 1, 2021, to June 30, 2023.

Analysis (If applicable)

- NA

Budget Implications

- No budget implications.

Exhibits (attachments):

- Resolution Approving Charter Material Revision – Magnolia Science Academy 5.....3
- MSA-5 Budget and Assumptions for 2021-22 through 2022-23.....5
- Material Revision Cover Letter.....14
- Bylaws.....18
- Board Minutes Approving Bylaws.....32
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- Lease Agreement.....302
- MSA-5 Memorandum of Understanding reg. Co-location with MSA-1.....351
- MSA-1 Certificate of Occupancy.....354

**RESOLUTION OF THE BOARD OF DIRECTORS
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
DBA MAGNOLIA PUBLIC SCHOOLS
A California Public Benefit Corporation**

Resolution No. 20210422-01

Concerning Submission to the Los Angeles County Office of Education
a Request for Material Revision of the Magnolia Science Academy 5 Charter

RESOLUTION APPROVING CHARTER MATERIAL REVISION – MAGNOLIA SCIENCE ACADEMY 5

WHEREAS, the Board of Directors (“Board”) of Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”), which operates the Magnolia Science Academy 5 charter school (“MSA-5”), finds it in the best interest of MSA-5 and in furtherance of its educational and charitable purposes to submit a request for material revision of the MSA-5 charter, as authorized by the Los Angeles County Board of Education for the term of July 1, 2018, to June 30, 2023, and with oversight provided by the Los Angeles County Office of Education (collectively, the “County”) and as provided for in Education Code Section 47607.

NOW THEREFORE, BE IT RESOLVED, that MPS, together with MSA-5, shall prepare a material revision of the MSA-5 charter for submission to the County; and

BE IT RESOLVED FURTHER, that MPS authorizes its Chief Executive Officer & Superintendent, Alfredo Rubalcava, to sign the request for a material revision, execute related documents, and otherwise act on behalf of MPS and MSA-5 with respect to the material revision application process; and

BE IT RESOLVED FURTHER, that MPS directs the Chief Executive Officer & Superintendent to work with the County on the details of the material revision submission, and authorizes the Chief Executive Officer and Superintendent to amend the material revision application, if necessary, based on the best interests of MSA-5; and

BE IT RESOLVED FURTHER, that the nature and scope of the changes associated with the material revision of the MSA-5 charter are:

1. To move from MSA-5’s current facilities, located at 18230 Kittridge Street in Reseda, California, which are occupied under agreement with the Los Angeles Unified School District pursuant to Education Code Section 47614 and Title 5, California Code of Regulations sections 11969.1-9, to facilities located one (1) mile away, at 18220 Sherman Way and 18238 Sherman Way, where MPS currently operates Magnolia Science Academy 1; and
2. To update the MSA-5 charter for any new laws enacted since the charter was last renewed pursuant to Education Code Section 47607(b).

* * *

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a special Board meeting this 22 day of April 2021.

Board Member	Vote
Mr. Haim Beliak	
Dr. Umit Yapanel	
Mr. Mekan Muhammedov	
Dr. Salih Dikbas	
Ms. Sandra Covarrubias	
Ms. Diane Gonzalez	

AYES:

NOS:

ABSTENTIONS:

ABSENT:

By: _____
Haim Beliak, Chair

Magnolia Science Academy - 5 Budget Summary

REVENUE SUMMARY	<u>2021-22</u>	<u>2022-23</u>
LCFF Entitlement	3,356,388	3,521,553
Federal Revenue	221,143	218,715
Other State Revenues	445,182	455,085
Other Local Revenues	25,000	25,000
Total Revenue	4,047,713	4,220,353

EXPENDITURE SUMMARY	<u>2021-22</u>	<u>2022-23</u>
Certificated Salaries	1,475,000	1,519,250
Classified Salaries	262,000	269,860
Benefits	669,710	689,801
Books and Supplies	230,950	242,498
Services and Operating Exp.	1,246,022	1,285,825
Capital Outlay & Depreciation	45,000	50,000
Total Expenditure	3,928,682	4,057,233

Surplus / Deficit	119,032	163,119
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Magnolia Science Academy -5 Budget Projections

LCFF Entitlement

		<u>2021-22</u>	<u>2022-23</u>
8011	State Aid	\$ 2,216,833	\$ 2,328,099
8012	EPA Entitlement	\$ 309,001	\$ 323,616
8096	InLieu Prop Taxes	\$ 830,554	\$ 869,837
Total LCFF Entitlement		3,356,388	3,521,553

Federal Revenue

		<u>2021-22</u>	<u>2022-23</u>
8181	Sped Ed IDEA	\$ 35,520	\$ 37,200
8290	All Other Federal Revenue	\$ 55,600	\$ 55,600
8290	Title I	\$ 105,541	\$ 99,175
8290	Title II	\$ 14,040	\$ 13,194
8290	Title III LEP	\$ -	\$ -
8290	Title III IMM	\$ 942	\$ 1,047
8290	Title IV	\$ 9,500	\$ 12,500
Total Federal Revenue		221,143	218,715

Other State Revenue

		<u>2021-22</u>	<u>2022-23</u>
8311	Sp Ed AB 602 Revenue	\$ 177,600	\$ 186,000
8550	Mandate Block Grant	\$ 10,284	\$ 9,112

8560	State Lottery Revenue	\$	56,548	\$	59,222
8590	SB740 Facility Grant	\$	165,750	\$	165,750
8590	Other State Revenue	\$	35,000	\$	35,000
Total State Revenue			445,182		455,085

Local Revenue			<u>2021-22</u>		<u>2022-23</u>
8699	Other Revenue	\$	25,000	\$	25,000
Total State Revenue			25,000		25,000

Total Revenues	4,047,713	4,220,353
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EXPENDITURES DETAIL

Certificated Salaries			<u>2021-22</u>		<u>2022-23</u>
1100	TeacherSalaries		1,190,000		1,225,700
1300	Cert Adminis		285,000		293,550
SUBTOTAL - Certificated Salaries			1,475,000		1,519,250

Classified Salaries			<u>2021-22</u>		<u>2022-23</u>
2100	Instructional Aides		105,000		108,150
2200	Classified Support		76,000		78,280
2400	Clerical & Tech		81,000		83,430
2900	OtherClassStaff		-		-
SUBTOTAL - Classified Salaries			262,000		269,860

Employee Benefits			<u>2021-22</u>		<u>2022-23</u>
3101	STRS		249,570		257,057
3202	PERS		60,024		61,825
3301	OASDI/Med		41,431		42,673
3401	HlthWelfare		265,000		272,950
3501	UnemployIns		8,685		8,946
3601	WorkersCmp		45,000		46,350
SUBTOTAL - Employee Benefits			669,710		689,801

Books & Supplies			<u>2021-22</u>		<u>2022-23</u>
4100	Text&CoreCurric		10,000		10,500
4200	BooksOthRefMats		5,000		5,250
4300	Materials and Supplies		12,500		13,125
4315	OthrSupplies		15,000		15,750
4320	Office Supplies		18,000		18,900
4335	PE Supplies		20,000		21,000
4340	Educat Software		35,000		36,750
4345	NonInstStdntSup		19,000		19,950
4346	TeacherSupplies		12,000		12,600
4400	NonCapEquip-Gen		10,250		10,763

4430	OfficeFurnEqp<5k	18,500	19,425
4440	Computers <\$5k	25,500	26,775
4464	Equipment (Pre-Cap)	15,000	15,750
4720	Food:Other Food	15,200	15,960
SUBTOTAL - Books and Supplies		230,950	242,498

Services & Other Operating Expenses		<u>2021-22</u>	<u>2022-23</u>
5101	CMO Fees	503,458	528,233
5205	Conference Fees	2,000	2,100
5210	MilesParkTolls	500	525
5215	TravConferences	1,500	1,575
5220	TraLodging	500	525
5300	DuesMemberships	5,000	5,250
5450	Other Insurance	30,000	31,500
5500	OpsHousekeeping	3,000	3,150
5510	Gas & Electric	22,000	23,100
5610	Rent & Leases	442,000	442,000
5620	EquipmentLeases	8,000	8,400
5630	Reps&MaintBldng		-
5800	ProfessServices	19,000	19,950
5810	Legal	4,500	4,725
5813	SchPrgAftSchool	5,000	5,250
5819	SchlProgs-Other	4,000	4,200
5820	Audit & CPA	9,000	9,450
5835	Field Trips	8,000	8,400
5840	MarkngStdtRecrt	8,000	8,400
5850	Oversight Fees	33,564	35,242
5857	Payroll Fees	12,000	12,600
5860	Service Fees	5,000	5,250
5861	Prior Year Services		-
5863	Prof Developmnt	7,500	7,875
5864	Prof Dev-Other	12,000	12,600
5869	SpEd Ctrct Inst	25,000	26,250
5870	Livescan	500	525
5872	SPED Fees (incl Encroachment)	-	-
5875	Staff Recruiting		-
5884	Substitutes	40,000	42,000
5890	OthSvcsNon-Inst	9,000	9,450
5900	Communications	2,000	2,100
5920	TelecomInternet	15,000	15,750
5930	PostageDelivery	4,000	4,200
5940	Technology	5,000	5,250
SUBTOTAL - Services & Operations		1,246,022	1,285,825

Capital Outlay & Depreciation		<u>2021-22</u>	<u>2022-23</u>
6100	Site Imp (Pre-Capitalization)		-
6400	EquipFixed		-

6900	Depreciation	45,000	50,000
	SUBTOTAL - Cap Outlay & Dep.	45,000	50,000
Other Outflows		<u>2021-22</u>	<u>2022-23</u>
7310	Indirect Costs		-
7438	InterestExpense		-
	SUBTOTAL - Other Outflows	-	-
	TOTAL EXPENDITURES	3,928,682	4,057,233
	Surplus/Deficit	119,032	163,119

Magnolia Science Academy - 5

Base Grants	<u>2021-22</u>	<u>2022-23</u>
Grades TK-3	7,702	7,702
Grades 4-6	7,818	7,818
Grades 7-8	8,050	8,050
Grades 9-12	9,329	9,329
Grade Level Supplement (Grade Span Adjustment)	<u>2021-22</u>	<u>2022-23</u>
Grades TK-3	801	801
Grades 9-12	243	243
Base Grant & Grant Level Supplement (Grade Span Adjustment)	<u>2021-22</u>	<u>2022-23</u>
Grades TK-3	8,503	8,503
Grades 4-6	7,818	7,818
Grades 7-8	8,050	8,050
Grades 9-12	9,572	9,572
For Supplemental Grant Calculation	<u>2021-22</u>	<u>2022-23</u>
School Unduplicated Annual %	89.53%	89.68%
School Unduplicated Rolling %	90.00%	90.00%
Supplemental Grant Factor %	20.00%	20.00%
Supplemental Grant Addition %	18.0%	18.0%
For Concentration Grant Calculation	<u>2021-22</u>	<u>2022-23</u>
Local District Unduplicated %	88.00%	88.00%
Effective Unduplicated Rolling %	88.00%	88.00%
Concentration Grant Threshold	55.00%	55.00%
Concentration Grant Eligible %	33.00%	33.00%
Concentration Grant Factor %	50.00%	50.00%
Concentration Grant Addition %	16.5%	16.5%
Supplemental Grant	<u>2021-22</u>	<u>2022-23</u>
Grades TK-3	1,531	1,531
Grades 4-6	1,407	1,407
Grades 7-8	1,449	1,449
Grades 9-12	1,723	1,723
Concentration Grant	<u>2021-22</u>	<u>2022-23</u>
Grades TK-3	1,403	1,403
Grades 4-6	1,290	1,290
Grades 7-8	1,328	1,328
Grades 9-12	1,579	1,579
Base + Grade Level Supplement + Supplemental + Concentration	<u>2021-22</u>	<u>2022-23</u>
Grades TK-3	11,437	11,437
Grades 4-6	10,515	10,515

Grades 7-8	10,827	10,827
Grades 9-12	12,874	12,874

LCFF	<u>2021-22</u>	<u>2022-23</u>
EPA Base Rate	5,723	5,723
EPA Entitlement as % of statewide adjusted Revenue Limit (Annual)	19.00%	19.00%
In-Lieu of Prop Tax	2,923	2,923
Year Established (This is used for EPA calculation)		

Federal Revenues		
Federal Sped IDEA SELPA	El Dorado	El Dorado
Federal Sped IDEA rate for El Dorado	125.00	125.00
Federal Sped IDEA rate for LAUSD	207.29	207.29
Title I	349.01	349.01
Title II	46.43	46.43
Title III LEP (# of EL for all Magnolia Schools)		
Title III LEP	114.40	114.40
Title III IMM	104.70	104.70
Title IV	12,500.00	12,500.00
Other Federal Revenue		

State Revenues		
State SpEd AB602 rate for LAUSD	656.35	656.35
State SpEd AB602 rate for El Dorado	625.00	625.00
ERMHS Tier 2	3,300.00	3,300.00
Mandate Block Grant K-8	16.86	16.86
Mandate Block Grant 9-12	46.87	46.87
Lottery Non-Prop 20	150.00	150.00
Lottery Prop 20	49.00	49.00
SB740 Facility Grant	165,750.00	165,750.00
ASES After School Grant	35,000	35,000

ENROLLMENT

	2021-22	2022-23
Grades TK		
Grades KN		
Grade 1		
Grade 2		
Grade 3		
Grade 4		
Grade 5		
Grade 6	50	50
Grade 7	46	50
Grade 8	50	50
Grade 9	40	40
Grade 10	36	40
Grade 11	46	40
Grade 12	28	40
Total Enrollment	296.00	310.00

ADA Rate	96.00%	96.00%
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English Learner Count (EL Students)	89	93
Immigrant Student Count	10	10
ERMHS SEIS Count		

AVERAGE DAILY ATTENDANCE (ADA)

	2021-22	2022-23
Grades TK-3	-	-
Grades 4-6	48.00	48.00
Grades 7-8	92.16	96.00
Grades 9-12	144.00	153.60
SUBTOTAL ADA	284.16	297.60

UNDUPLICATED PUPIL PERCENTAGE

	2021-22	2022-23
Enrollment	296	310
Unduplicated Pupil Count	265	278
	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>
Single Year Unduplicated Pupil %	89.53%	89.68%
3-yr Unduplicated Pupil Percentage (%)	90.00%	90.00%
Local District Unduplicated (%)	88.00%	88.00%

		2021-22		
		Average		
		# of employees	Salaries	Total
1100	TeacherSalaries	17	\$ 70,000	\$ 1,190,000
1300	Cert Adminis	3	\$ 95,000	\$ 285,000
SUBTOTAL - Certificated Salaries		20		1,475,000
2100	Instructional Aides	3	\$ 35,000	\$ 105,000
2200	Classified Support	2	\$ 38,000	\$ 76,000
2400	Clerical & Tech	1.5	\$ 54,000	\$ 81,000
2900	OtherClassStaff			
SUBTOTAL - Classified Salaries		7		262,000
Employee Benefits				
		<i>Notes</i>	<i>rates</i>	Total
3100	STRS		16.92%	\$ 249,570
3200	PERS		22.91%	\$ 60,024
3300	OASDI/Med	1.45%	7.65%	\$ 41,431
3400	HlthWelfare	Annual per emp	\$ 10,000	\$ 265,000
3500	UnemployIns		0.50%	\$ 8,685
3601	WorkersCmp	Annual per enrmt	\$ 90	\$ 45,000
3701	Other Retirement			
3901	OthBenes			
SUBTOTAL - Employee Benefits				669,710

Summary of Funding

	<u>2021-22</u>	<u>2022-23</u>
LCFF Breakdown		
Base Grant	2,460,528	2,580,998
Grade Span Adjustment	34,928	37,256
Supplemental Grant	449,182	471,286
Concentration Grant	411,750	432,012
Total LCFF	3,356,388	3,521,553
EPA	309,001	323,616
In-Lieu Property Tax	830,554	869,837

Base Grants	<u>2021-22</u>	<u>2022-23</u>
Grades TK-3	\$0	\$0
Grades 4-6	\$375,264	\$375,264
Grades 7-8	\$741,888	\$772,800
Grades 9-12	\$1,343,376	\$1,432,934
Total	\$2,460,528	\$2,580,998

Grade Level Supplement (Grade Span Adjustment)	<u>2021-22</u>	<u>2022-23</u>
Grades TK-3	\$0	\$0
Grades 9-12	\$34,928	\$37,256
Total	\$34,928	\$37,256

Supplemental Grant	<u>2021-22</u>	<u>2022-23</u>
Grades TK-3	-	-
Grades 4-6	67,547.52	67,547.52
Grades 7-8	133,539.84	139,104.00
Grades 9-12	248,094.68	264,634.32
Total	\$449,182	\$471,286

Concentration Grant	<u>2021-22</u>	<u>2022-23</u>
Grades TK-3	\$ -	\$ -
Grades 4-6	\$ 61,919	\$ 61,919
Grades 7-8	\$ 122,412	\$ 127,512
Grades 9-12	\$ 227,420	\$ 242,581
Total	\$411,750	\$432,012



April 23, 2021

Via Hand Delivery

Los Angeles County Office of Education
Superintendent of Schools
Debra Duardo, M.S.W., Ed.D
9300 Imperial Highway
Downey, California 90242

Re: Magnolia Science Academy 5 – Material Revision Submission

Dear Superintendent Duardo:

Magnolia Science Academy 5 (“MSA-5” or the “Charter School”) hereby requests a material revision to its charter, authorized by the Los Angeles County Board of Education for the term of July 1, 2018 to June 30, 2023, and with oversight provided by the Los Angeles County Office of Education (collectively, the “County”). Specifically, MSA-5 requests to **move from its current facilities** located at 18230 Kittridge Street in Reseda, California, which are occupied under agreement with the Los Angeles Unified School District (the “District”) pursuant to Education Code Section 47614 and Title 5, California Code of Regulations Sections 11969.1-9 (collectively, “Proposition 39”) to facilities located **one (1) mile away** at 18238 Sherman Way and 18220 Sherman Way, where Magnolia Educational & Research Foundation, dba Magnolia Public Schools (“MPS”) currently operates a grade 6-12 sister school known as Magnolia Science Academy 1 (“MSA-1”). 18220 and 18238 Sherman Way are owned by MPM Sherman Way LLC, a subsidiary of Magnolia Properties Management, Inc., which is a public charity under Section 509(a)(3) of the Internal Revenue Code (“Code”) and a “Type I supporting organization” formed and operated exclusively to support MPS. MPS operates MSA-1 at the Sherman Way sites under a lease with MPM Sherman Way LLC.

Reason for the Request for Material Revision

MSA-5 has been co-located at its current site, Reseda Senior High, since 2015. Indeed, MSA-5 considers the current co-location arrangement to be ideal, as there is suitable classroom space to deliver the Charter School’s educational program and the MSA-5 and Reseda Senior High administrators enjoy a collaborative working relationship. Unfortunately, on April 1, 2021, the District issued a final Proposition 39 offer of facilities to MSA-5 for the 2021-22 school year, whereby the District will move MSA-5 from Reseda Senior High to Chatsworth Charter High School, approximately **eight (8) miles away**. As you can imagine, a move of eight miles, into an entirely new community, carries the high likelihood of devastating MSA-5’s stable student population.

This is not the first time the District has unnecessarily moved MSA-5 a great distance. In 2015, the District moved MSA-5 from a Proposition 39 co-location in East Hollywood to its current site at Reseda Senior High, a move of more than sixteen (16) miles. The impact on the MSA-5 community was devastating, because its students and families, most of whom are Hispanic and socioeconomically disadvantaged and include a high population of students with disabilities, could not attend a school so far removed from their home and work communities. MSA-5 had to effectively re-launch the Charter School and re-build in the Reseda community. Therefore, the only way that MSA-5 can avoid the disastrous impact that another “re-launch” will have on its students and families and, in particular, to continue supporting students and families who need even more stability as a result of the COVID-19 global pandemic, including by re-opening in-person instruction, is to remain located in and serving the Reseda community. Accordingly, MSA-5 requests that the County approve its request to relocate to 18238 Sherman Way in Reseda.

Impact of the Request for Material Revision

The facilities at 18220 Sherman Way are new facilities, completed in 2019. MSA-5’s space will include a total of 13 classrooms for the five (5) middle school grade groups and seven (7) high school grade groups. MSA-5 will also have use of the additional spaces at the MSA-1 facilities such as common areas and rooftop access, amongst other areas. The facilities have a total capacity of 1,300 students, which is sufficient for approximately 715 MSA-1 students and 300 MSA-5 students. The intent is for MSA-5 to open the 2021-22 school year at 18238 Sherman Way.

There will be no staff impact as all staff at MSA-5 will continue to be employed at the new location. With enrollment, we anticipate that we will naturally lose some students during the move to MSA-1 and enroll a lower number of sixth-grade students who attended the local elementary schools south of MSA-5. We do not plan to enroll students as the school will be in a new location. The space allocation at the new site will not be impacted as described in the Facilities Narrative included in the submission packet. Additionally, there will be a minimal fiscal impact due to the lower enrollment numbers and a possible Prop.39 Pro Rata share cost (Chatsworth High School). We are proactively working with the Los Angeles Unified School District (LAUSD) to waive the Pro Rata share that will go into effect on May 1, 2021.

The Charter School shall comply with all applicable legal requirements pertaining to charter school facilities. The fiscal impact of this material revision is reflected in the revised budget that is included in this material revision request, as noted below.

Charter Elements to be Revised Due to the Request for Material Revision

Aside from a reasonably comprehensive description of new requirements of charter schools enacted into law since MSA-5’s charter was last approved, MSA-5 anticipates that only minor revisions to the charter elements will be needed to reflect the Charter School’s proposed new site located just one (1) mile away from its current site and that serves the same students, families, and overall community. Specifically, MSA-5 anticipates minor revisions to the General Information, Target Population, and Facilities sections of Element 1; the site descriptions

contained in Element 4; the student recruitment strategies described in Elements 7 and 8; and the facilities description contained in the Miscellaneous Provisions section of the charter.

Contents of the Material Revision

In accordance with Education Code Section 47607 and the County’s requirements, MSA-5 has enclosed the attached documents as part of the material revision request:

1. Cover letter addressed to the Los Angeles County Superintendent of Schools requesting a material revision to the charter
2. Attachment of supporting documents: Certificate of Occupancy, Lease Agreement, Revised Bylaws, Facilities Narrative and School Performance Data
3. Board-approved budget and assumptions/narrative that reflect the impact of the revision
4. Redlined charter petition
5. Evidence that the Charter School’s governing board has approved the submission of the material revision request and supporting documentation

* * *

MSA-5 submits this material revision request to the County, pursuant to Education Code Section 47607, for the County Board’s consideration. By signing below, I confirm that I wish to submit this material revision request to the County and certify that MSA-5 will comply with all laws applicable to charter schools in California. We look forward to working with the County during consideration of the material revision request. Please feel free to contact me via email arubalcava@magnoliapublicschools.org should you have any questions.

Sincerely,



Alfredo Rubalcava

Chief Executive Officer & Superintendent

cc: David Downing, Coordinator III, Charter School Office

Enclosures
MPS Revised Bylaws and Board Minutes
MSA-5 Facilities Narrative
MSA-1 Certificate of Occupancy

MSA-1 Lease Agreement
MSA-1 Updated Lease Agreement
MSA-5 MOU with MSA-1
MSA-5 Academic Data
MSA-5 Revised Budget and Assumptions
MSA-5 Revised Budget and Assumptions Board Approval Draft Minutes
MSA-5 Revised Charter Petition
MSA-5 Material Revision Board Resolution
MSA-5 Material Revision Board Approval Draft Minutes

AMENDED AND RESTATED BYLAWS
OF
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

Section 1. **NAME.** The name of this corporation is Magnolia Educational & Research Foundation.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. **PRINCIPAL OFFICE OF THE CORPORATION.** The principal office for the transaction of the activities and affairs of this corporation is 250 East 1st Street, Suite 1500, Los Angeles, 90012 California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. **OTHER OFFICES OF THE CORPORATION.** The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. **GENERAL AND SPECIFIC PURPOSES.** The purposes of this corporation are to provide community support in educational and research areas, which include, but are not limited to the following: managing, operating, guiding, directing and promoting public charter schools; conducting scientific research at K-12 schools and colleges to identify and implement successful education practices; promoting and discovering the research modules in scientific areas with applied and practicable methods to promote prospective scientists; coordinating international conferences/competitions in various fields of academic study. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

**ARTICLE V
DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts, liabilities and all charter obligations of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for the public and/or charitable purposes of managing, operating, guiding, directing, promoting, and/or supporting one or more California public charter schools that serve students in grades K-12 and that has established its exempt status under Internal Revenue Code section 501(c)(3).

**ARTICLE VI
CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law.

**ARTICLE VII
BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”). The Board may delegate the management of the corporation’s activities to any person(s), management company or committees, however composed, 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. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and

employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS. The number of directors shall be no less than three (3) and no more than eleven (11), unless changed by amendments to these bylaws. The exact number of directors shall be fixed within these limits by a Resolution of the Board. All directors shall be designated by the existing Board of Directors.

The Board of Directors commits to designating at least one (1) director who resides in each county where this corporation operates a charter school. The Board of Directors shall strive to recruit directors representing parents and the charter school communities, from diverse professional and ethnic backgrounds and commits to designating at least one (1) director representing parents at all times.

Section 4. RESTRICTION ON EMPLOYEE DIRECTORS. No current employees of the corporation may serve on the Board of Directors.

Section 5. DIRECTORS' TERMS. Each director shall hold office for five (5) years and until a successor director has been designated and qualified. The terms of directors shall be staggered as determined by the Board. Staggering has been accomplished by the Board appointing directors on different dates. Staggering shall be maintained as directors shall be appointed to fill vacant seats at the expiration of each staggered term.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to nominate qualified candidates for designation to the Board of Directors at least thirty (30) days before the date of any designation of directors. The nominating committee shall make its report at least seven (7) days before the date of the designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee. Any member of the community may also refer a potential candidate to the Board for consideration.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be designated, no corporation funds may be expended to support a nominee.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution

of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; and (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by a simple majority of directors then in office at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. QUORUM. A majority of the directors then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the directors at the meeting shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 15. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

Section 16. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Amend or repeal bylaws or adopt new bylaws;
- d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- e. Create any other committees of the Board of Directors or appoint the members of committees of the Board; or
- f. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected.

Section 17. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 18. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 19. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

Section 20. COMPLIANCE WITH CONFLICTS OF INTEREST LAWS. The corporation shall comply with applicable conflict of interest laws, including the Political Reform Act of 1974 (Chapter 1 (commencing with Section 81000) of Title 9 of the Government Code) and Govt. Code § 1090 et seq.

ARTICLES VIII MEETINGS

Section 1. PLACE OF BOARD OF DIRECTORS MEETINGS. The Board of Directors will designate that a meetings be held in the county in which the greatest number of pupils enrolled in Magnolia Public Schools reside which is in compliance with the Ralph M. Brown Act and Education Code Section 47604.1((c)(4)(A). The Board of Directors will establish a two-way teleconference location at each of the corporation's charter school sites and each resource center in compliance with the Ralph M. Brown Act and Education Code Section 47604.1(c)(4)(B).

All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 2. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act. ("Brown Act") (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 3. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the second Thursday of each month, unless the second Thursday of the month should fall on a legal holiday in which event the regular meeting shall be held at the same hour and place on the next business day following the legal holiday. At least 72 hours before a regular meeting, the Board of Directors, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer or a majority of the Board of Directors. If a Chairman of the Board has not been elected, then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 5. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the corporation, or as may have been given to the corporation by the director for purposes of notice, or, if an address is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.

- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 6. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the county in which the greatest number of pupils enrolled in the charter schools managed by the corporation reside.
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 7. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

ARTICLE X
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and Chief Financial Officer, who shall be known as the "Treasurer." The corporation, at the Board's direction, may also have a Chairman of the Board, one or more Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article X Section 4, of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. 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 normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the Chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the

corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, or special and, if special, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 12. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board or the bylaws may require.

If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

Section 13. VICE-CHAIRMEN. One Vice-Chairman of the Board of Directors will be assigned to each county in which a charter school operated by the corporation is located.

**ARTICLE XI
CONTRACTS WITH DIRECTORS**

Section 1. **CONTRACTS WITH DIRECTORS.** In compliance with Government Code Section 1090 et seq., the corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the corporation's directors are directors and have a material financial interest).

**ARTICLE XII
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the corporation's Conflict of Interest Code and applicable law have been fulfilled.

Section 2. **AGAINST NEPOTISM.** If a member of an officer's or employee's immediate family is to be hired to work in a position directly subordinate or supervisory to the officer or employee, that fact should be disclosed in advance to the Board of Directors so that a determination can be made whether to permit an exception to the normal prohibition against nepotism.

**ARTICLE XIII
LOANS TO DIRECTORS AND OFFICERS**

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

**ARTICLE XIV
INDEMNIFICATION**

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238

(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

**ARTICLE XV
INSURANCE**

Section 1. **INSURANCE.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

**ARTICLE XVI
MAINTENANCE OF CORPORATE RECORDS**

- Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This corporation shall keep:
- a. Adequate and correct books and records of account;
 - b. Written minutes of the proceedings of the Board and committees of the Board; and
 - c. Such reports and records as required by law.

**ARTICLE XVII
INSPECTION RIGHTS**

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

**ARTICLE XVIII
REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. The corporation shall comply with the reporting requirements of Corporations Code Section 6322.

**ARTICLE XIX
BYLAW AMENDMENTS**

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws. The Board of Directors may only amend these Bylaws provisions fixing the authorized number of directors or establishing procedures for the nomination or appointment of directors by unanimous vote of all directors then in office. This section may only be amended by the unanimous vote of the all the directors then in office.

**ARTICLE XX
FISCAL YEAR**

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation; that these amended and restated bylaws, consisting of **13** pages including this "Certificate of Secretary", are the bylaws of this corporation as adopted by the Board of Directors on September 22, 2019; and that these amended and restated bylaws have not been amended or modified since that date.



9/23/2019

Ms. Barbara Torres
Secretary

APPROVED



Magnolia Public Schools

Minutes

Board Retreat

Date and Time

Sunday September 22, 2019 at 9:00 AM

Location

MPS Home Office: 250 E. 1st St. Ste.1500 Los Angeles, CA 90012

Board Members:

Dr. Saken Sherkhanov, Chair

Mr. Haim Beliak, Vice-Chair

Ms. Diane Gonzalez

Ms. Sandra Covarrubias

Dr. Umit Yapanel

Mr. Serdar Orazov

Dr. Salih Dikbas

Mr. Shohrat Geldiyev

CEO & Superintendent:

Mr. Alfredo Rubalcava

Directors Present

D. Gonzalez, H. Beliak, S. Covarrubias, S. Dikbas, S. Geldiyev, S. Orazov, S. Sherkhanov, U. Yapanel

Directors Absent

None

I. Opening Items**A. Call the Meeting to Order**

S. Sherkhanov called a meeting to order on Sunday Sep 22, 2019 @ 9:25 AM at MPS Home Office: 250 E. 1st St. Ste.1500 Los Angeles, CA 90012.

B. Record Attendance and Guests

All Board Members participated in person.

C. Pledge of Allegiance

B. Torres, MPS Board Secretary, led the Pledge of Allegiance.

D. Approval of the Agenda

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

S. Covarrubias seconded the motion.

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

E. Public Comment

A. Rubalcava, MPS CEO & Superintendent, updated the board on the opening of the new MSA-1 building and renewal updates. No other public comments were made.

II. Information/Discussion Item(s)

A. Board Handbook Review

A. Rubalcava, MPS CEO & Superintendent, presented the draft MPS Board Handbook to the board. They discussed improvements and set a completion date of July 2020.

B. Charter 101

A. Rubalcava, MPS CEO & Superintendent, presented facts on charter schools to the board. The board had the opportunity to ask general questions about the charter school sector.

C. Trainings for Board Members

D. Rymer, YMC attorney, gave the board a presentation pertaining to student discipline which included information on due process, investigations, search and seizure, suspension and expulsion procedures. J. Simmons, YMC Partner, informed the board on the new governance laws that would be in effect January 1, 2020 and how these will affect MPS. His presentation included changes to the Brown Act and Conflict of Interest law compliance, SB 126 provisions and other major bills that can impact operations if signed by the Governor. Board Members asked general questions along with questions specific to MPS.

III. Action Item(s)

A. Approval of Revised Bylaws, Conflict of Interest Code and Policy

A. Rubalcava, MPS CEO & Superintendent, informed the board that the changes reflected in the new Conflict of Interest Code, Conflict of Interest Policy and MPS Bylaws reflect the changes in governance explained by the attorneys as shown in the redline version of the documents. The board wanted to ensure that the changes would not take effect until January 1, 2020, which is when MPS is required to comply with the new governance mandates.

S. Orazov made a motion to approve the revised MPS Bylaws, Conflict of Interest Code and Conflict of Interest Policy effective January 1, 2020 to comply with SB 126.

H. Beliak seconded the motion.

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

IV. Closing Items

A. Adjourn Meeting

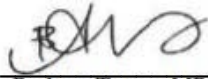
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:29 PM.

Respectfully Submitted,
S. Sherkhanov

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation; that these minutes, consisting of 3 pages, were approved by the Board of Directors on October 10, 2019.

Executed on October 11, 2019 at Los Angeles, California



Barbara Torres, MPS Secretary



MSA-1 AND MSA-5 FACILITIES NARRATIVE

Magnolia Science Academy – 5 (“MSA-5”) is a charter middle/high school authorized by the Los Angeles County Office of Education. From 2008 to 2014, MSA-5 was co-located at Bancroft Middle School under a Prop 39 award from the Los Angeles Unified School District. For the last five (5) years commencing with the 2015-16 school year, MSA-5 has been located at 18230 Kittridge Street in Reseda at Reseda Senior High under a Prop 39 award from LAUSD. Unfortunately, and surprisingly given the COVID-19 pandemic which has upended the lives of school communities, for the 2021-22 school year, LAUSD declined to offer MSA-5 the same facilities at 18230 Kittridge Street and instead has offered MSA-5 facilities at Chatsworth Charter High School, more than eight (8) miles away from its current location. Despite repeated requests by MPS to LAUSD to allow MSA-5 to remain at 18230 Kittridge location for another year in order to not disrupt the lives of MSA-5’s students, such requests have fallen on deaf ears.

MSA-5 is committed to staying in its current neighborhood where it has successfully built a high performing school. Consequently, in lieu of accepting LAUSD’s Prop 39 offer to relocate to Chatsworth and to best serve its community, MSA-5 believes it is in its best interest to relocate to the facilities operated by Magnolia Science Academy-1 (“MSA-1”) at 18220 Sherman Way and 18238 Sherman Way in Reseda for the 2021-2022 school year. MSA-1’s facilities, consisting of two (2) buildings, one of which is for middle school grades and one of which is for high school grades, is located 1 mile away from MSA-5’s current location and is close to where most of MSA-5’s students reside.

MSA-1’s campus has 20 classrooms in the middle school building and 20 classrooms in the high school building. MSA-1 also has additional outdoor space, including a large parking lot behind the middle school building that will be transformed from a surface parking lot to a recreational space with green open space, a basketball and volleyball court, restrooms and changing rooms and a shade structure. This site improvement project is in progress and presently is in design development. It is expected to be completed in time for the fall 2021-22 school year. See attachment A for the site improvement plan. The MSA-1 high school building also has rooftop space available that can be used either for instruction or recreation.

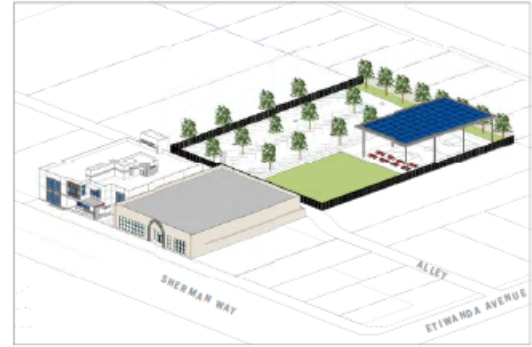
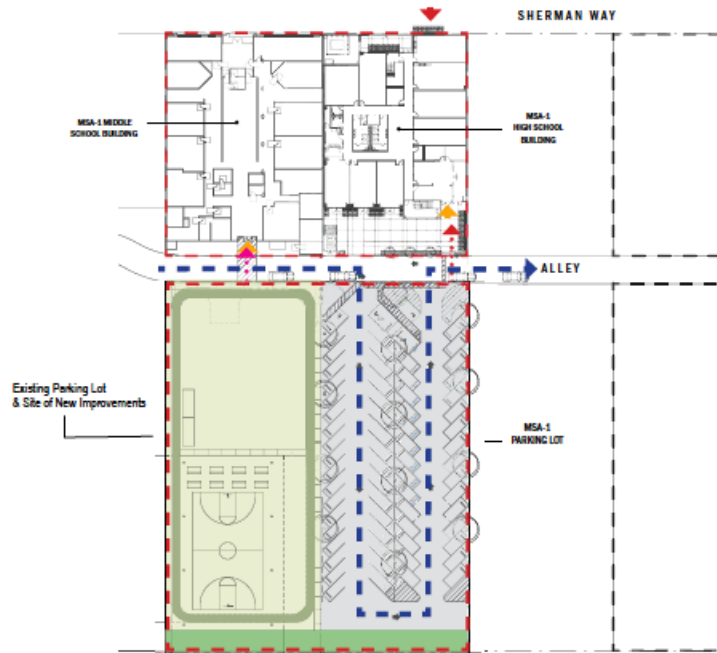
Currently, there are 15 grade groups in middle school and 13 grade groups in high school (see chart) at the MSA-1 Campus. MSA-5 will add their 5 middle school grade groups and their 7 high school grade groups to MSA-1’s campus. Accordingly, MSA-5 will occupy a total of 13 classrooms and MSA-1 will occupy a total of 27 classrooms.

MSA-5	
Grade	No of Students
6	30
7	53
8	53
9	49
10	38
11	45
12	28
Total	296

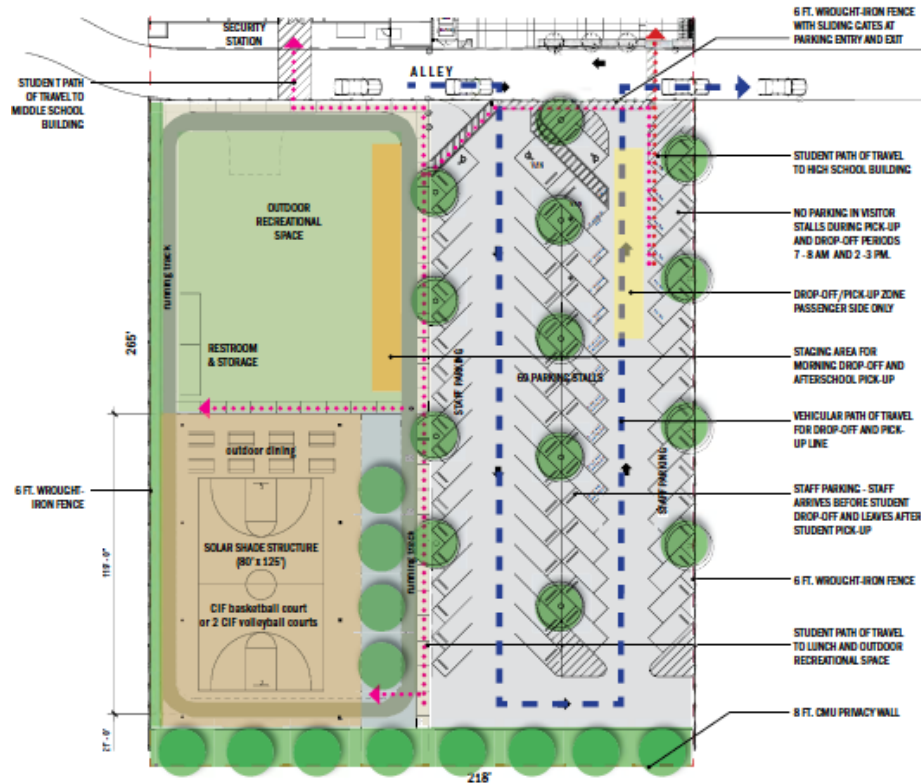
MSA-1	
Grade	No of Students
6	135
7	135
8	135
9	110
10	89
11	80
12	76
Total	760

While most if not all schools within LAUSD boundaries are expected to fully re-open for in-person instruction in the 2021-22 school year, both MSA-5 and MSA-1 anticipates to continue offering distance learning for the 2021-22 school year due to the COVID-19 pandemic, as permitted by the California Department of Education (CDE) and California Department of Public Health (CDPH).

Magnolia Public Schools has engaged the services of a real estate broker to identify additional facilities. We have identified additional facilities at 18700 Sherman Way and at 18115 Sherman Way (across the street from MSA-1). Moreover, MSA-1 is presently pursuing opportunities to expand its current facilities footprint by acquiring adjacent parcels.



- MSA-1 SITE
- MAIN CAMPUS ENTRY
- STUDENT ENTRY
- DROP-OFF / PICK-UP LOOP



SOLAR SHADE STRUCTURE



MODULAR RESTROOM

MAGNOLIA SCIENCE ACADEMY-5



***CHARTER SCHOOL RENEWAL PETITION FOR
A FIVE-YEAR TERM (JULY 1, 2018 – JUNE 30, 2023)***

**SUBMITTED ON APPEAL TO THE
LOS ANGELES COUNTY OFFICE OF EDUCATION
BOARD OF EDUCATION
NOVEMBER 17, 2017**

**MATERIAL REVISION SUBMITTED
APRIL 23, 2021**

by

MAGNOLIA PUBLIC SCHOOLS
250 E. 1st Street Suite 1500
Los Angeles, CA 90012
Office: (213) 628-3634
Fax: (714) 362-9588

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AFFIRMATIONS, ASSURANCES, AND DECLARATIONS

Magnolia Science Academy ("MSA-5" or the "Charter School"), operated by Magnolia Educational and Research Foundation, dba Magnolia Public Schools ("MPS"), to be authorized by the Los Angeles County Board of Education ("LACBOE") and overseen by the Los Angeles County Office of Education ("LACOE") (hereinafter, collectively, the "County"), will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(~~ed~~)(1)]
- MPS declares that it shall be deemed the exclusive public school employer of the employees of MSA-5 for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(~~bc~~)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(~~de~~)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(~~de~~)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(~~de~~)(2), admission to the Charter School shall not be determined according to the place of residence of the student or ~~his or her~~ of that student's parents or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(~~de~~)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(~~de~~)(2)(C). [Ref. Education Code Section 47605(~~de~~)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(~~de~~)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a the Commission on Teacher Credentialing certificate, permit, or other document ~~equivalent to that which a teacher in other public schools is required to hold~~ required for the teacher's certificated assignment. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. Education Code Sections 47605(l) and 47605.4(a)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(~~e~~e)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(~~e~~d)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]

- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1.
- The Charter School shall comply with the Political Reform Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

ELEMENT 1: THE EDUCATIONAL PROGRAM

“The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” (Ed. Code § 47605(b)(5)(A)(i).)

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, ~~or the nature of the program operated, by the charter school,~~ and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” (Ed. Code § 47605(b)(5)(A)(ii).)

“If the proposed charter school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements.” (Ed. Code § 47605(b)(5)(A)(iii).)

Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP)

Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Los Angeles County Superintendent of Schools on or before July 1. In accordance with Education Code sections 47604.33 and 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. Charter School shall comply with all requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update to the local control and accountability plan.” (Ed. Code § 47606.5(e).)

Academic Calendar and Schedules

Charter School shall offer, at a minimum, the number of minutes of instruction set forth in Education Code section 47612.5, and the number of school days required by California Code of Regulations, title 5, section 11960.

Mathematics Placement

Charter School shall comply with all applicable requirements of the California Mathematics Placement Act of 2015.

WASC Accreditation

If Charter School serves students in grades 9-12, before Charter School graduates its first class of students, Charter School shall obtain, and thereafter maintain, Western Association of Schools and Colleges (WASC) accreditation.

English Learners

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as the pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction,

teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Charter School shall provide parent outreach services and meaningfully inform parents with limited English proficiency of important information regarding Charter School matters to the same extent as other parents.

General Information

<ul style="list-style-type: none"> ▪ The contact person for Charter School is: 	Chief Executive Officer <u>& Superintendent, Caprice Young, Ed. D. Alfredo Rubalcava</u>
<ul style="list-style-type: none"> ▪ The contact address for Charter School is: 	250 E. 1st Street Suite 1500 Los Angeles, CA 90012
<ul style="list-style-type: none"> ▪ The contact phone number for Charter School is: 	(818) 705-5676
<ul style="list-style-type: none"> ▪ The proposed address, or target community by Zip Code, of Charter School is: 	<u>18230 Kittridge St., 18238 Sherman Way and 18220 Sherman Way</u> Reseda, CA 91335
<ul style="list-style-type: none"> ▪ The location is in LAUSD Board District: 	6
<ul style="list-style-type: none"> ▪ The location is in LAUSD Local District: 	West
<ul style="list-style-type: none"> ▪ The grade configuration of Charter School is: 	6-12
<ul style="list-style-type: none"> ▪ The number of students in the first year will be: 	298
<ul style="list-style-type: none"> ▪ The grade level(s) of the students in the first year will be: 	6- 12
<ul style="list-style-type: none"> ▪ Charter School's scheduled first day of instruction in 2018-2019 is: 	August 14, 2018
<ul style="list-style-type: none"> ▪ The enrollment capacity is: (Enrollment capacity is defined as the total number of students who are enrolled in Charter School regardless of student residency.) 	460
<ul style="list-style-type: none"> ▪ The type of instructional calendar will be: 	Traditional
<ul style="list-style-type: none"> ▪ The bell schedule for Charter School will be: 	8:00 am to 3:08 pm
<ul style="list-style-type: none"> ▪ The term of this Charter shall be from: 	July 1, 2018 to June 30, 2023

COMMUNITY NEED FOR CHARTER SCHOOL

Magnolia Science Academy-5 (MSA-5 or Charter School), is a classroom-based charter school serving students in grades 6–10, growing to 6-12, with a curriculum emphasis on science, technology, engineering, arts and math (“STEAM”). Originally founded in 2008 – and here requesting a third five-year charter term – MSA-5’s mission is to provide a college preparatory educational program emphasizing STEAM in a safe environment that cultivates respect for self and others. We offer a comprehensive learning experience designed to serve the needs of our students through effective site-based instruction, rich hands-on learning, and foundation skills presented in ways that are relevant and

inspiring for our students. Classroom instruction at MSA-5 is supplemented by tutoring, after-school programs, and school-to-university links.

MAGNOLIA PUBLIC SCHOOLS

MSA-5 is a high-performing charter school in Reseda operated by Magnolia Educational & Research Foundation (“MERF”), *dba* Magnolia Public Schools (“MPS”),¹ a non-profit public charter school management organization dedicated to establishing and managing high-quality public charter schools in California. The vision of MPS is to help reverse the tide of U.S. students falling behind their peers in other nations in critical subjects like math and science. MPS strives to graduate students who come from historically underserved neighborhoods as scientific thinkers that contribute to the global community as socially responsible and educated members of society. MPS educational approach is based on the conviction that STEAM education is essential to improving our modern society’s knowledge base and adaptability to the fast pace of ever-changing technological advancements. Historically, the number of African American and Latino students pursuing careers in STEAM fields has been very low. Research suggests that a significant cause of these low numbers is that students have inadequate exposure to intensive STEAM curricula.² MPS strives to address the shortage by inspiring and preparing students to choose career paths in science and technology.

MPS was first established in August 1997 to organize volunteer science, technology, engineering, and math (“STEM”) based tutors for middle and high schools in Los Angeles, and later partnered with Culver City Unified School District to provide tutoring for students all around Los Angeles County. MPS also started a free tutoring program in the Sherman Oaks/Van Nuys Area of the San Fernando Valley. These successful programs led MPS to establish its first charter school, Magnolia Science Academy-1, and go on to successfully replicate our educational program and philosophy at nine other charter schools throughout California. Today we have a total of five charter schools authorized by Los Angeles Unified School District, three authorized by Los Angeles County Office of Education (“LACOE”), one authorized by San Diego Unified School District (“SDUSD”), and one state-authorized charter school in Santa Ana. Combined, MPS charter schools now serve more than 3,950 students annually in grades TK-12.

For the past 9 years, MSA-5 has had a clear STEM focus. MPS Leadership and its Board of Directors are now committed to expanding on this success and have begun to make the shift towards a strong STEAM focused organization during the 2016-17 school year. The most developed areas have been Math and Science, with the understanding that Engineering and Technology offered great growth potential. As the arts are more widely embraced, we believe that authentic connections and through lines between multiple disciplines will be made visible, and strategies will emerge to support authentic integration.

The MPS program aims to improve students’ performance in reading, writing, and math, reduce dropout rates, achieve high student attendance rates, and increase the number of students who pursue careers in STEAM fields. MSA-5’s recent achievements include the following highlights, detailed more extensively below:

1. MSA-5 moved from a Proposition 39 co-location in Hollywood to another Proposition 39 co-location in Reseda – more than 15 miles away -- before the 2014-15 school year. The school was

¹ For more information on Magnolia Public Schools visit www.magnoliapublicschools.org.

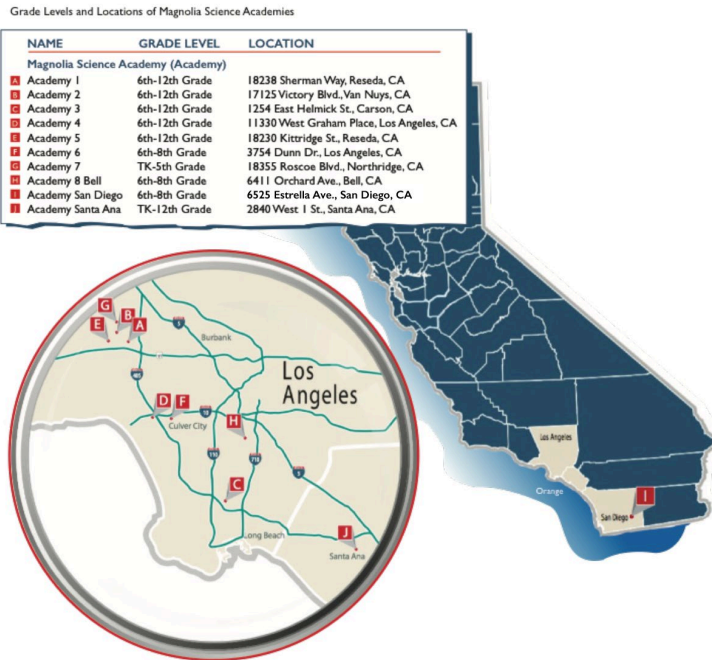
² Z. Zacharia and A. C. Barton, "Urban middle-school students' attitudes toward a defined science," *Science Education*, vol. 88, no. 2, pp. 197-222, Mar. 2004.

effectively “re-launched”; student enrollment dropped from 240 in grades 6-11 in 2013-14 to 105 students in grades 6-8 in 2014-15. In 2015-16 we added 9th grade, and currently, MSA-5 has 210 students in grades 6-10; we have a waitlist for grades 6-9.

2. MSA-5’s current 2017-18 enrollment includes 87% Hispanic/Latino, 3% African American, 6% White, 73% FRPL, 21% Special Education, and 9% English Learner population.
3. On the 2016 SBACs, MSA-5’s percentage of students who Met/Exceeded standards in both ELA and Math more than doubled over our 2015 rates, growing from 18% to 41% in ELA and from 6% to 16% in Math. While we have significant room for increased growth, we are encouraged by these results.
4. Our students have participated in numerous competitions and won numerous honors:
 - a. Two 3rd place awards in the Magnolia STEAM Expo and two Art awards
 - b. Awarded the Natural History Museum Sea Mobile Experience
 - c. Our Boys Basketball team had an undefeated season
 - d. 48 students received tickets to Magic Mountain from the Read to Achieve Program
 - e. We entered a team for the first time in the competitive First Lego League Robotics competition
 - (1) Received Judges Special Award 2016
 - (2) Magnolia Public Schools, Best Rookie of the Year 2016
 - f. One student received AMC 8 Honor Roll qualification
5. MSA-5 currently is operating the CADETS Program, an option 3 COP grant that helps 6th grade students coming from a Special Day Classroom transition into the mainstream classroom; seven students with moderate/severe disabilities are currently in this program.
6. MSA-5 joined the Foundation for Interscholastic Youth Athletics for middle school sports in 2016-17 for Flag-Football, Girls Volleyball, Boys and Girls Basketball, and Soccer (co-ed). Our Girls Basketball team won the girls Valley Division in 2016-17.
7. Since 2016-17 school year, 39% of our families – 168 individual families – have participated in Home Visits with our administrators and teachers, ensuring a strong home-school connection and support for these students.
8. 96 new laptops were purchased in 2016-17 to ensure a 1:1 ratio and greater efficiency and technology access across the school.
9. MSA-5 established a high school community service program in 2016-17, where students volunteer within the school. To date, 11 students have volunteered more than 20 hours.
10. MSA-5’s suspension and expulsion rates have been 0% over the past two years, directly related to our restorative justice approach to student behavior. The goal is to teach our students to be reflective and provide them with alternative options and tools to see things from multiple perspectives. There is also a focus on relationship building which teaches the student how to function in a social setting.
11. According to survey results through Panorama Education, MSA-5 showed a 10% increase in average approval with parents to 84% and 16% increase in overall satisfaction with students to 74%.

CURRENT LOCATIONS AND GRADE LEVELS OF MPS SITES

MPS currently operates 10 charter schools in California. The figure below shows the current locations and grade levels of these sites.



MSA-5'S PERFORMANCE DURING THE CURRENT CHARTER TERM MEETS RENEWAL CRITERIA

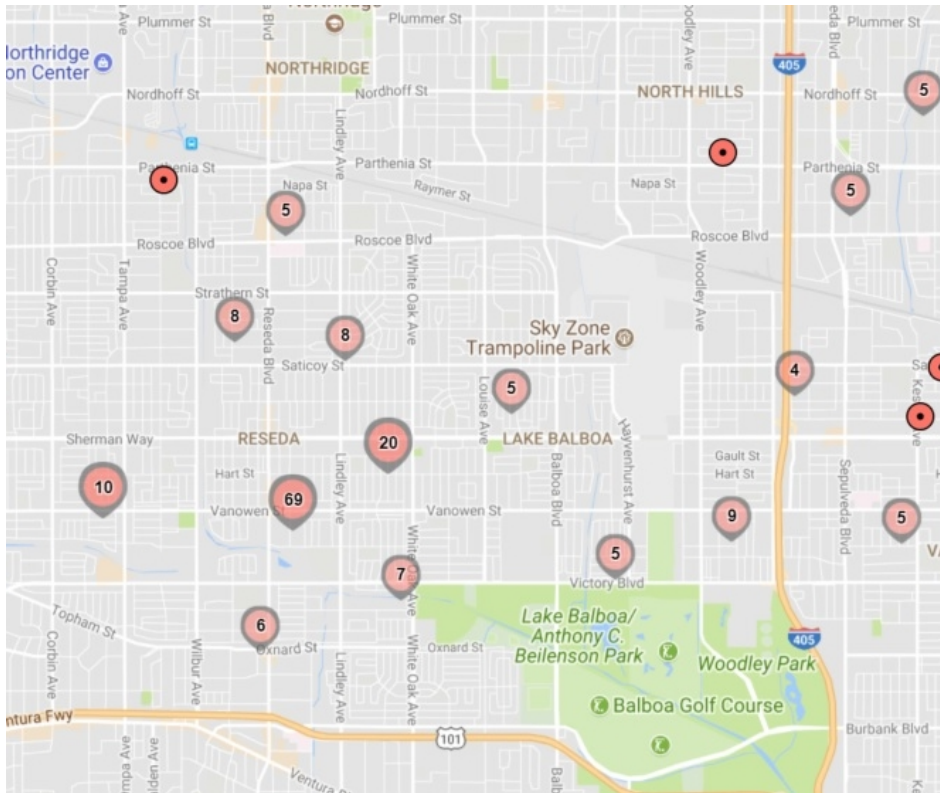
Based on its specific record of performance, MSA-5 has and will continue to meet the needs of the community it serves.

ACADEMIC PERFORMANCE DATA AND OTHER ABSOLUTE AND COMPARATIVE PERFORMANCE INDICATORS

According to current California law and County Board policy, a charter school “shall” meet the following criteria set forth in Education Code section 47607(b)(4) prior to receiving a charter renewal: **MSA-5’s academic performance is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.**

As noted in the Ed Code, “The determination made pursuant to this paragraph shall be based upon all of the following: (i) Documented and clear and convincing data; (ii) Pupil achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program established by Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 for demographically similar pupil populations in the comparison schools; (iii) Information submitted by the charter school.” (Cal. Ed. Code § 47607(b)(4)(B).)

We start with the locations of MSA-5’s students. The map below shows where our students live – predominantly in close proximity to our campus in Reseda.

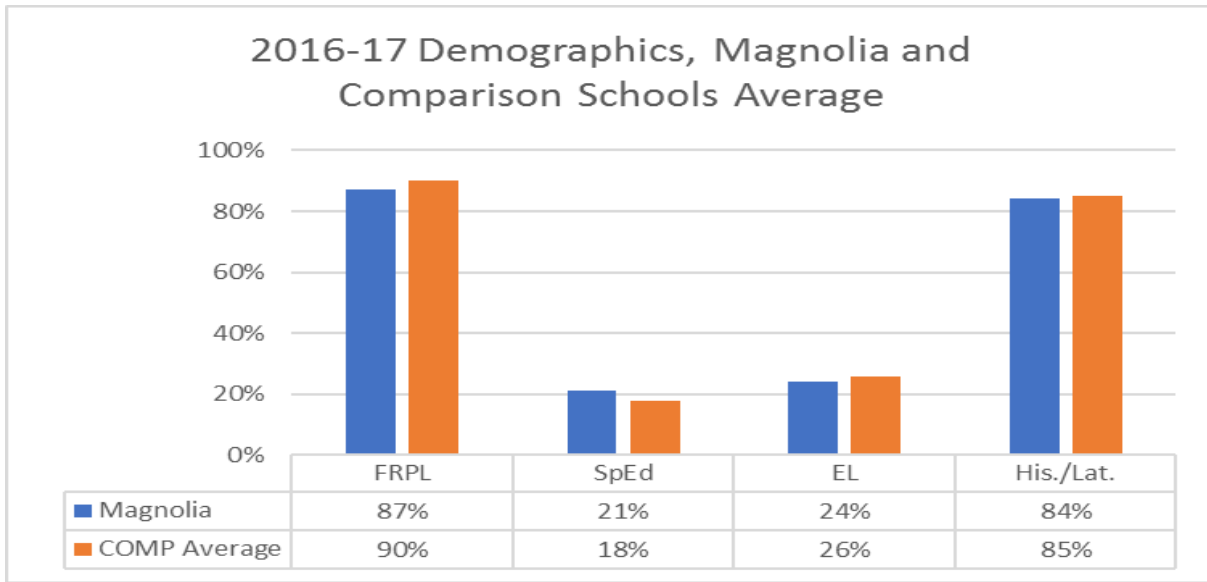


Based on an analysis of the students’ residence addresses and the 2016-17 Data Set provided by LAUSD’s Charter Schools Division (CSD Data Set), the following table lists the top home district middle schools our students would otherwise be required to attend (since MSA-5 has not yet had high school graduates or test data on our high school students, high school comparison/resident schools are not provided):

School	Grade Level	# of students	% FRL	% SpEd	% ELs	% Hisp	% AA	% White	% Asian
William Mulholland MS	6-8	1269	90%	16%	22%	87%	3%	6%	2%
Northridge MS	6-8	829	90%	22%	31%	82%	3%	6%	5%
John A Sutter MS	6-8	803	90%	19%	28%	84%	3%	3%	6%
Average			90%	18%	26%	85%	3%	5%	4%
MSA5	6-10	187	87%	21%	24%	84%	3%	8%	2%

(dq.cde.ca.gov/Dataquest)

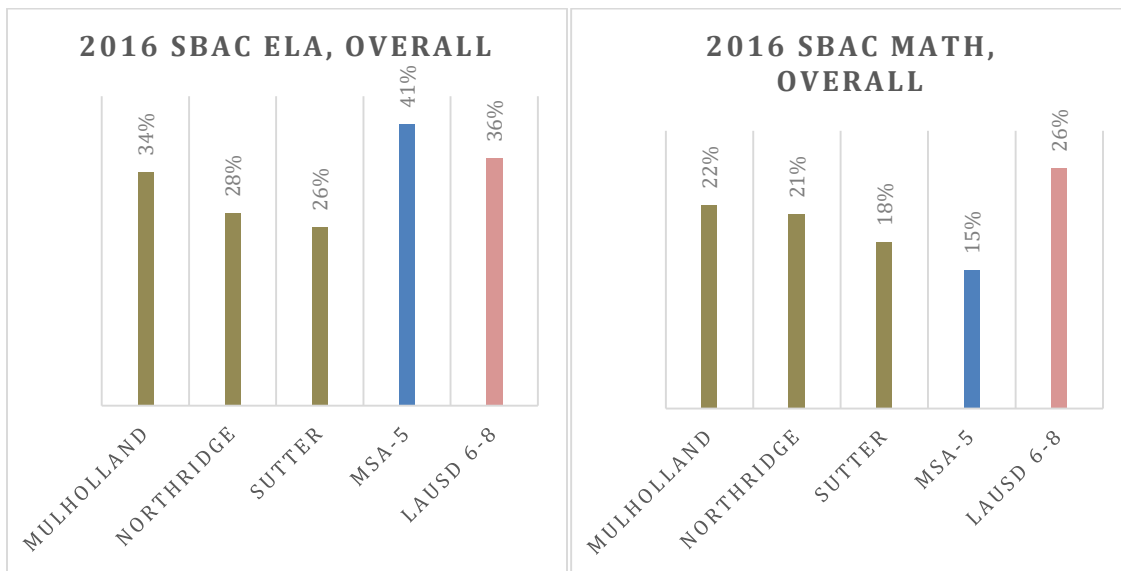
The demographics of the schools MSA-5 students would otherwise attend (collectively, “Comps” or “Comp Schools”) include very similar percentages across the statistically significant student groups. As a quick snapshot, here is where MSA-5 compares to the demographics of schools our students would otherwise attend:



(<http://dq.cde.ca.gov/dataquest/>)

Smarter Balanced Assessment Consortium (“SBAC”)/California Assessment of Student Performance and Progress (“CAASPP”) Results

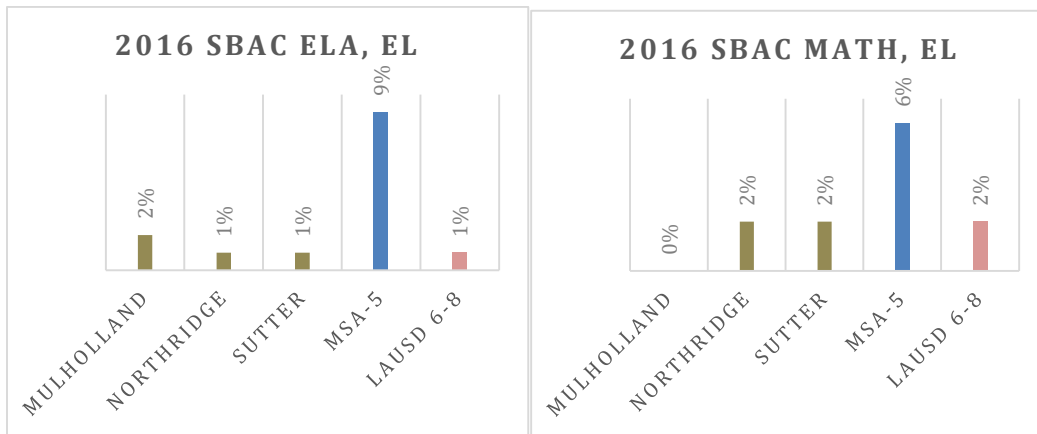
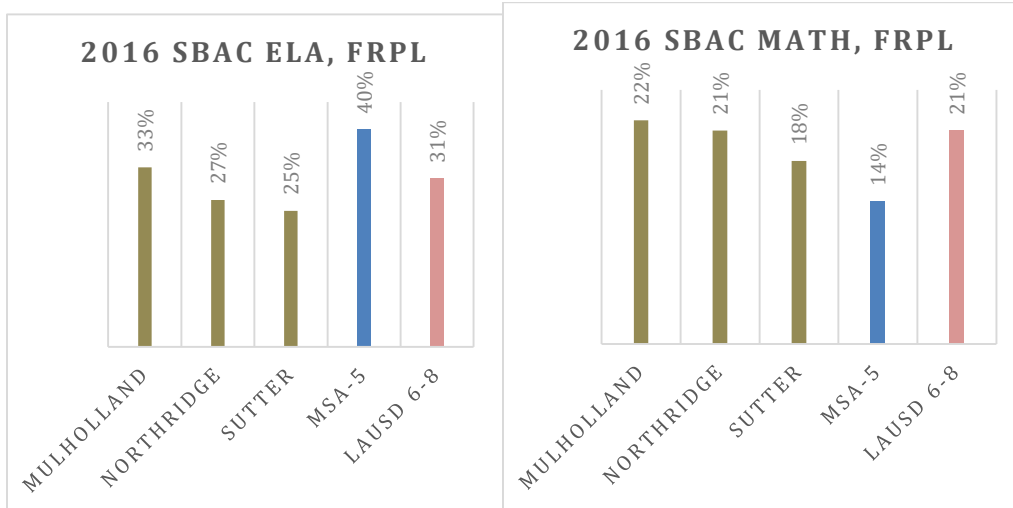
On the 2016 SBAC in English Language Arts (“ELA”), MSA-5’s middle school students outperformed the comparable schools with 41% Met/Exceeded standards (more than double the 2015 rate of 18%) compared to 26-34% of the students at the resident comparable schools and 36% across LAUSD (grades 6-8). In Math, while our 15% Met/Exceeded rate is lower than the Comps, this is a significant improvement over 2015’s 7% Met/Exceeded rate.

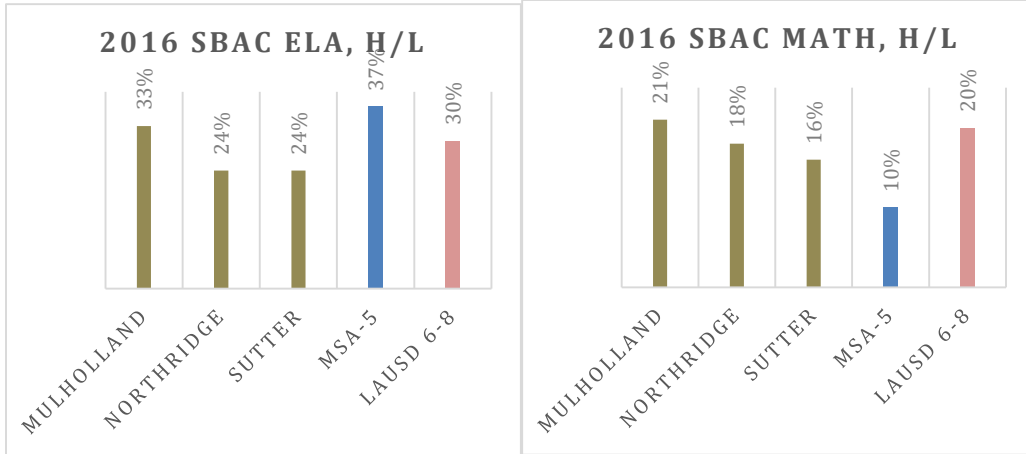


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Beyond this strong schoolwide performance particularly in ELA, our FRPL, EL and Hispanic/Latino student groups are each performing the same or better than their peers at other schools, as well as

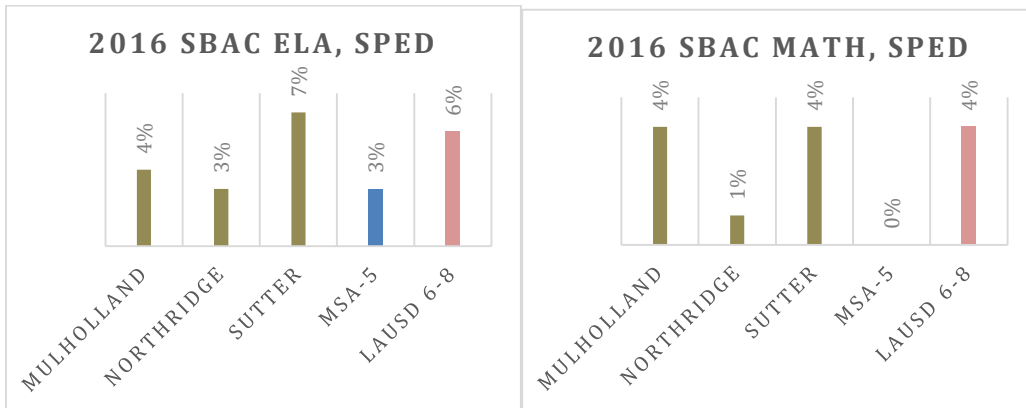
District and state averages. As illustrated in the charts below, in both ELA and Math, MSA-5 middle school Hispanic/Latino (27% Met/Exceeded in ELA and 20% Math) and Socioeconomically Disadvantaged students (28% ELA and 21% Math) outperformed LAUSD averages and all of the comparable resident middle schools. The same is true for these student groups at the high school level (64% ELA for Hispanic/Latino and 27% Math; 63% ELA for SED and 28% Math). Our Special Education and EL students did struggle on these more complex CAASPP assessments, similar to their peers across the district and state, though we are working to improve this performance significantly as detailed below.





(<http://dq.cde.ca.gov/dataquest/>)

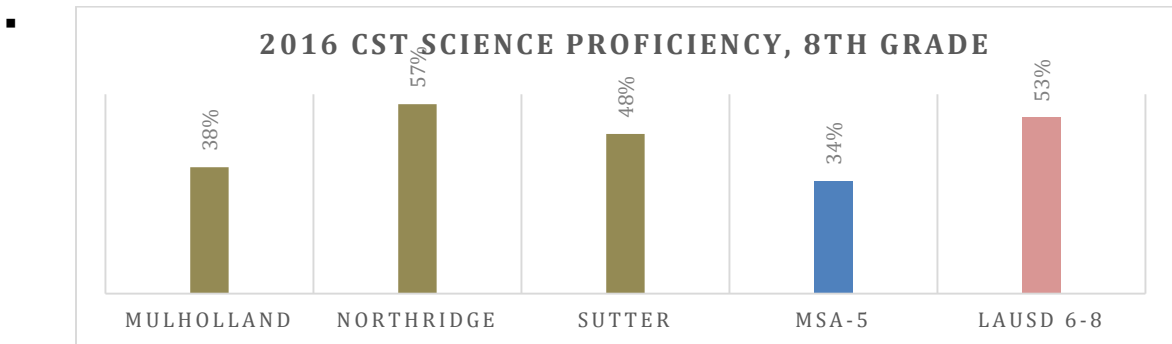
MSA-5 has a statistically significant SpEd group, at 22% of its population (including students with moderate/severe disabilities); 45 out of the school’s population of 211 students receive Special Education services.



(<http://dq.cde.ca.gov/dataquest/>)

California Standards Tests (“CST”) – Science

MSA-5’s 8th grade 2016 CST Science Proficiency rate of 34% is comparable to William Mulholland MS (38%), though lower than the other Comps and LAUSD.

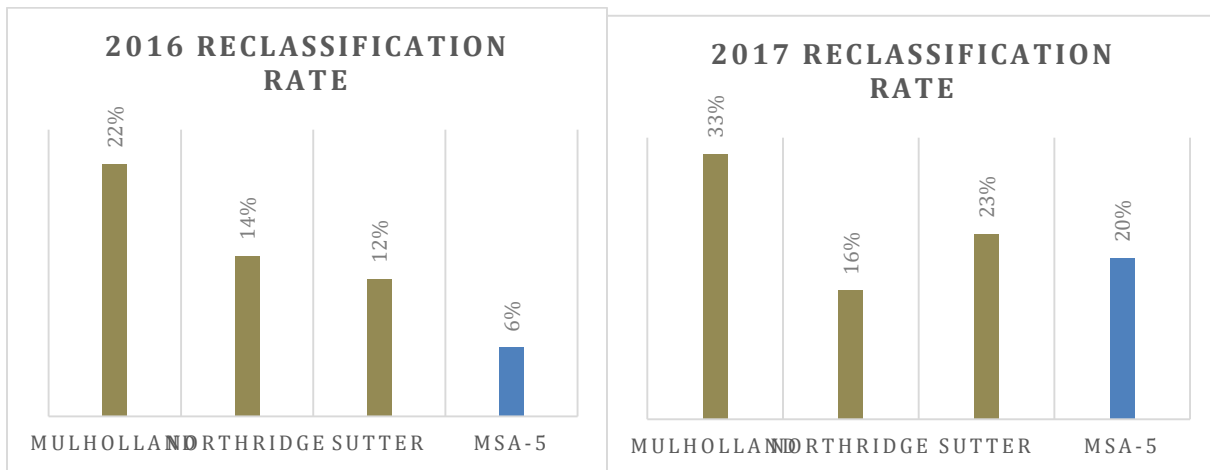


(<http://dq.cde.ca.gov/dataquest/>)

Going forward, as part of our 2017-18 action plan, we are focused on providing more training for teachers on the new NGSS and aligning our instructional and educational experiences in preparation for the new California Science Test (CAST) assessment model, including implementing science testing in our benchmark assessment cycle.

English Learner Re-Classification Rates

MSA-5 focuses heavily on re-classification of English Learners, including support for Long Term English Learners (“LTELs”) (see below for a detailed discussion of the English Learner program). In 2015-2016, MSA-5 reclassified 6% of ELs and in 2016-2017, 20% -- higher than LAUSD as a whole (16.6% in 2014-15 and 12% in 2016-17).



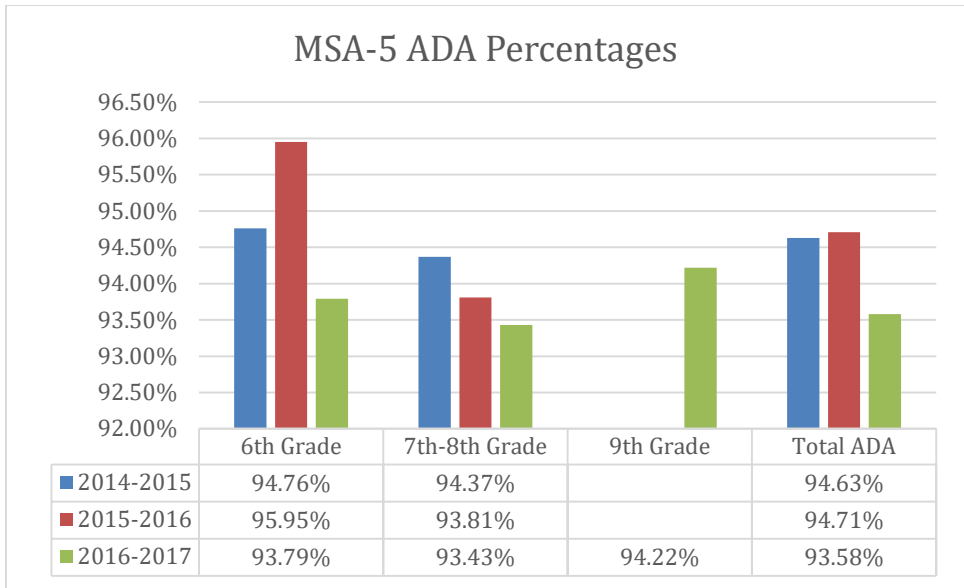
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We attribute this significant increase to a renewed focus on our English Learners both across the consortium and at the school site level. MPS has hired an EL Coordinator that provides coaching and professional development to teachers of English Learners to help support the students’ academic achievement. We have also assigned site level EL Coordinators to help monitor the progress of our English Learners, as well as facilitate interventions and action plans for struggling students.

Additionally, we have introduced a new ELD/ELA curriculum (McGraw Hill’s StudySync) with designated and integrated components that are aligned with the CA ELD standards and framework. Lastly, for reclassification, we use the four criteria required by law. However, for the basic skills assessment requirement, students have multiple opportunities to demonstrate their proficiency through either their NWEA MAP assessment, or the SBAC assessment. This has enabled more students to demonstrate English proficiency and for the school to reclassify more EL students this past year.

Student Attendance Rate and Chronic Absenteeism

MSA-5’s student attendance rates have been consistent and strong over the charter term, the average daily attendance (“ADA”) has ranged from 93.58-94.63% the past three years, slightly below the targeted rate of 95%. We are continuing to work with parents by scheduling meetings and making home visits to families with attendance issues, and offering incentives to students to increase ADA.



(Current SIS)

Chronic Absenteeism unfortunately has been a challenge for MSA-5, with rates increasing from 12.84% in 2014-15 to 22.04% in 2016-17. As noted above, we are trying to reduce chronic absenteeism via communication with families, including home visits, and incentives and awards for individuals and groups with outstanding attendance. Also, attendance is a topic covered in various courses such as Life Skills and Advisory where students discuss the importance of the positive and negative effects of absences, and how each person is a valuable member of the Magnolia community. Furthermore, if and when a student has a high number of absences, the parents/guardians are contacted by the Main Office, Teachers, and/or Administration through phone calls, letters, and/or Home Visits.

Suspension/Expulsion Rate Thanks to our restorative justice program, MSA-5’s student suspension and expulsion rates have decreased from 18 suspensions (6.9%) and one expulsion in 2012-13 to zero suspensions or expulsions over the past two years:

Year	2012-13	2013-14	2014-15	2015-16	2016-17
Suspension number	18	9	2	0	0
Suspension rate	6.9%	3.5%	1.6%	0.0%	0.0%
Expulsion number	1	0	0	0	0
Expulsion rate	0.4%	0.0%	0.0%	0.0%	0.0%

(<http://dq.cde.ca.gov/dataquest/>)

And well below LAUSD and state rates:

Rate	Los Angeles Unified			State		
	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16
Suspensions	1.30	0.91	0.93	4.36	3.80	3.65
Expulsions	0.02	0.01	0.02	0.10	0.09	0.09

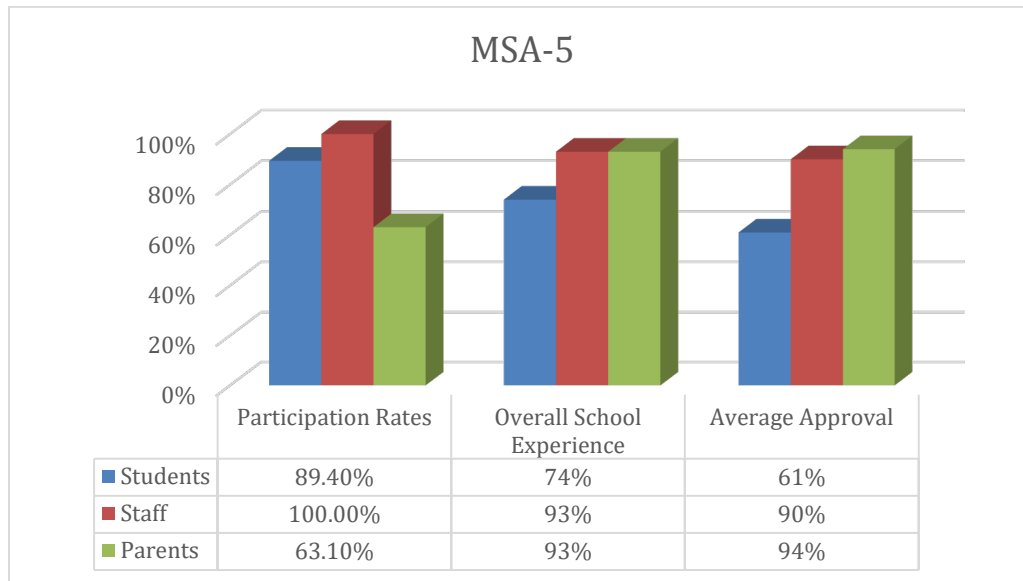
(<http://dq.cde.ca.gov/dataquest/>)

Parent Involvement

MSA-5 has a strong home-school connection. In 2016-17, MSA-5 administrators and teachers conducted 65 home visits (39%) to talk with students and their families about the Charter School, the student's goals and progress, and family concerns. Many of the students visited were seniors or students who were struggling. We are striving to increase this program moving forward and ultimately would like to have home visits for all students. Often, home visits reveal new ways or opportunities that school can offer to a student in order for him/her to thrive more.

Stakeholder Satisfaction

MSA-5 now annually surveys students, staff and parents to gauge satisfaction levels and solicit crucial feedback for our operations. In 2016-17, 89% of students, 100% of staff, and 63% of parents participated in the stakeholder satisfaction survey. These results are shared with the entire school community, including the Board. We are pleased that staff and parents both reported high levels of satisfaction, though we note that according to the survey, student satisfaction rates needs to be increased. In most cases our students selected "neutral" in their responses and did not state that they were unsatisfied or disagreed with the statements in the survey, yet we are working to increase overall satisfaction. MSA-5 is going to be utilizing Student Leadership to help assess student needs and requests, discussing areas of improvement with the School Site Council, and continuing in the 2017-2018 school year, we will be offering a revised after school program for Middle School students. Our after school program will be managed by [arc](#), a California Department of Education approved high-quality after school program provider.



(Panorama Education 2016-17 Survey Results)

Annual LAUSD Charter Schools Division Oversight Visits

Finally, our most recent annual Oversight Visit Report from the Charter Schools Division (CSD), issued January 12, 2017 is favorable:

SUMMARY OF RATINGS (4)=Accomplished (3)=Proficient (2)=Developing (1)=Unsatisfactory			
Governance	Student Achievement and Educational Performance	Organizational Management, Programs, and Operations	Fiscal Operations
3	3	3	2

The report notes several highlights:

- MSA-5's percentage of students who Met or Exceeded in ELA is at a rate similar to the District average for the majority of student groups with 37% of the Latino, 40% of the Socioeconomically Disadvantaged, 9% of the English Learner student groups Met or Exceeded in ELA with an average of 4 percentage points, 7 percentage points, and 5 percentage points, respectively.
- The Charter School has a well-developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements, including the Modified Consent Decree. Overall, the school serves Students with Disabilities (SWD) well as is evident through ongoing active IEPs and service reports.
- The Charter School has a highly-developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns. Discussions with leadership and binder review provided evidence of home visits that are conducted by MSA-5 personnel. There are multiple avenues for parental involvement, should parents wish to join such as: the Parent Task Force (PTF), Coffee with the Principal, governing board meetings, English Learner Advisory Council, School Site Council.
- MSA-5's fiscal condition is stable. The Charter School had positive net assets of \$1,077,515 and net income of \$222,243. The 2016-2017 Preliminary Budget projects positive net assets of \$1,170,838 and net income of \$93,323.

Per Audit Reports:

Net Assets:

- i. 2015/16: \$1,077,515
- ii. 2014/15: \$885,572
- iii. 2013/14: \$889,514
- iv. 2012/13: \$ 563,719

Net Income / (Loss):

- i. 2015/16: \$222,243
- ii. 2014/15: (\$34,242)
- iii. 2013/14: \$325,795
- iv. 2012/13: \$261,640

(LAUSD CSD Annual Oversight Visit Report, January 12, 2017.)

As detailed extensively below, MPS has made significant steps in the past three years to address both LAUSD and state concerns about operations and finances, fully implementing all recommendations made by the State Auditor satisfactorily.

SUCCESS OF THE INNOVATIVE FEATURES OF THE EDUCATIONAL PROGRAM

In 2016, MSA-5 was awarded the Program Development Grant through Charter Operated Programs. The CADETS program supports Moderate/Severe special education students who previously were in Special Day Classes make the transition to an inclusive setting in general education classes. In their elementary school Special Day Classes, these students received as much as 1,800 minutes of pull out services to meet their learning and behavioral needs. When placed in an inclusive setting, even with support, these students often lack the academic skills they need to be successful. Furthermore, 6th grade students are also faced with the difficult transition from elementary school to middle school where they must be responsible for maintaining a new schedule, moving between multiple teachers, learning new rules and procedures in different classes, and staying organized and responsible for differing assignments.

With the distinct goal of empowering students to realize their academic, social, and individual potential, the six pillars of the CADETS program seek to help students become successful in fully included classrooms:

- **Character Development:** Students will develop trustworthiness, respect, responsibility, fairness, caring, and citizenship.
- **Academic Preparedness:** Students will achieve their individual academic potential.
- **Developing Peer Relationships:** Students will cultivate the social skills necessary to build and maintain peer relationships.
- **Expanding Interests:** Students will explore their interests and develop talents that will carry them into adulthood.
- **Thoughtful Dialogue:** Students will develop expressive and receptive vocabulary.
- **Successful Inclusion:** Students will utilize these new skills and apply them successfully in a fully included classroom.

The CADETS program is a comprehensive, three phase program to transition students out of the self-contained environment into the general education setting:

Weeks 1-10: Students receive intensive small group instruction in the four content areas in a self-contained classroom in order to build foundational knowledge and teach students good study habits and organizational skills. This time allows students to adjust to the middle school setting, while still receiving the individualized attention they require. Their elective classes are held with their non-disabled peers so that students can work on social development and peer relationships. The special education teacher closely collaborates with the general education teachers in order to align curriculum and keep pace with the content standards, however, students are receiving instruction at their skill level. During this phase, students are building up their study skills, homework habits, and learn appropriate classroom procedures, so that when they begin phasing into the general education setting, they will be prepared to receive instruction.

Weeks 11-20: Once students have built up their foundational skills and are able to fluidly utilize their new study habits, they transition into the general education setting for two of their core classes, science and social studies. As these classes are more project-based, students are better prepared to apply their newly learned skills to this setting. During this phase the special education teacher and aide support students in the general education classroom to ensure students keep pace with the class curriculum and are given the academic and social support they require.

Weeks 21-37: In this phase, students fully transition to the general education setting with the support of the aide and the special education teacher within the general education classroom. Individualized plans are created to track students in this transition phase of the program.

The service delivery model(s) for the CADETS program consists of a “Command Staff,” or a team of professionals, including a program-dedicated Special Education teacher, a Resource Department Chairperson, a School Psychologist, an Edge Coach, and a program dedicated aide. Additional members include general education teachers and other DIS providers as appropriate. The team is involved in direct instruction, collaboration, and consultation.

- i. *Direct Instruction* – Recruits receive instruction in the academic core curriculum from the Special Education teacher with an emphasis on academic skill building with support from the program aide. CADETS students receive training in executive functioning skills by a number of partners. The Edge Coach teaches goal-setting, planning, and monitoring. The CADETS team focuses on time management and study skills. Social Skills are reinforced by the School Psychologist through direct instruction.
- ii. *Collaboration* – The Command Staff collaborates with the general education teachers, school administrators, and parents for the purpose of planning, developing, and implementing lessons, activities, strategies, and interventions to meet the individual needs of the recruits. Planning time is scheduled in order to adjust or add to the programs in place.
- iii. *Consultation* – The school psychologist, Edge Coach, and Resource Dept. chair provide consultation support to teachers, school staff, and parents. This support includes trainings, assistance, coaching, and regularly scheduled Command Staff meetings focused on strategies and interventions appropriate to meet the needs of CADETS students. Team meetings focus on program development and implementation as well as monitoring of student progress.

In 2016-17, 7 students participated in the CADETS program and successfully transitioned into general education classes. On the 2017 summative SBAC exam, on average, CADETS students were able to increase their ELA scores by 10.85 points and 12.16 points in Math; in 2017-18 we have 11 CADETS students and will continue to monitor their growth.

SUCCESS OF THE SCHOOL’S EDUCATIONAL PROGRAM IN MEETING THE SPECIFIC NEEDS OF ITS STUDENT POPULATION

As detailed throughout this charter petition, MSA-5 is providing a college preparatory educational program emphasizing STEAM in a safe environment that cultivates respect for self and others. Strong evidence via test scores, external evaluations, and in the future, graduation and A-G completion rates, and more demonstrate the success of MSA-5’s rigorous program and efforts to create the next generation of STEAM leaders. MSA-5’s college going culture ensures students will graduate prepared to thrive in college.

AREAS OF CHALLENGE THE SCHOOL HAS EXPERIENCED AND HOW THEY HAVE BEEN/WILL BE IMPROVED

Financial and Operational Challenges

In 2014, Magnolia Public Schools encountered some significant challenges, including a dispute with LAUSD over the non-renewal/revocation (later reversed) of two of our schools, leading to a Settlement Agreement between LAUSD and MPS (“Settlement Agreement”). As described by the State’s Auditor:

In recent years the academies and the Foundation have been the subject of scrutiny by the Los Angeles Unified School District (LAUSD)—the authorizing entity for eight of the 11 academies. In June 2014 LAUSD rescinded its conditional approval of two academies’ charter petitions. We found that LAUSD may have acted prematurely as its decision was based on a summary of draft findings that did not provide key context about the financial situations of those academies and it did not provide sufficient time for the Foundation to respond to its criticisms. To ensure its academies remained open, the Foundation took legal action against LAUSD. In March 2015 a settlement agreement between the two parties resolved this litigation and resulted in the renewal of the academies’ charters.

Elaine M. Howle, CPA, California State Auditor, *Magnolia Science Academies, Report 2014-135R*, May 2015 (www.auditor.ca.gov).

The Settlement Agreement imposed specific criteria for MPS to meet over a defined timeline relating to governance and operations matters. ***MPS (MERF) has satisfied all of these criteria.*** Specifically:

- MERF Terminated its contract with ACCORD, effective June 30, 2015; MERF agrees to not enter into any future contracts with ACCORD for the purpose of providing services to any LAUSD authorized charter school operated by MERF.
- MERF modified the governance structure to include staggered Board terms and the addition of five new Board members (two more than required); the Board now has nine members instead of four;
- Changed the MERF policy and practice of fund transfers between schools and the network office;
- Made significant leadership changes with the addition of:
 - a **new Chief Executive Officer/Superintendent (“CEO”)**: Our CEO has an extensive history leading school systems, philanthropic, business, governmental and community-based organizations engaged in transformational work. From 1999-2003 she served on the Board of LAUSD. She earned her doctorate in education from UCLA, her M.P.A. from USC and her B.A. from Yale University.
 - a **new Chief Financial Officer (“CFO”)** : Our CFO has more than 30 years of experience in accounting and finance where 20 years is with California public school system and government fund accounting. She has significant experience and familiarity with the California school account structures, coding and system software and programs.
 - a **new Chief Operating Officer (“COO”)** : Our COO started his career as a 6-12 Math teacher. He taught math for 11 years. Then he became a dean of students, and the principal of a charter school in Phoenix, Arizona. He was a startup principal for a brand new school and lead that school for three years then moved to Arizona to be the principal of Magnolia #2 for 3.5 years until he moved to the Regional Director Position for Magnolia Schools within LA County. He is now the COO and the Regional Director for LA County Schools. He holds a Bachelor Degree in Economics and Masters in Educational Leadership.
 - a **new interim Chief External Officer (“CXO”)**: Our CXO has over twenty years of experience leading public charter schools in Los Angeles. He graduated from Otis College of Art and

Design with a BFA in Communication Arts and is currently pursuing his Master of Arts in Leadership Development at Chapman University. He previously served as the Director of Visual and Performing Arts and Communications Manager for a district-wide charter management organization (“CMO”) where he managed a team of 12 art teachers and numerous external partners across Los Angeles County.

- Ceased hiring new employees utilizing H1B visas;
- Changed auditing firms to Vavrinek, Trine, Day & Company, a highly respected and experienced firm on the state-approved list of charter school auditors;

Per the March 2015 Settlement Agreement, MERF contracted with the “Fiscal Crisis & Management Assistance Team (“FCMAT”) or equivalent” to review selected transactions as part of the Settlement’s required fiscal oversight. FCMAT reviewed July, August, May and June 2015-16. On March 8, 2017, Diane Branham, Chief Management Analyst for FCMAT, informed MERF that “Based on our other commitments, [completing the review] is not something that fits into our workload at this time.” Therefore, with the approval of LAUSD, MERF is completing the final six-months of oversight required by LAUSD (in the February 8, 2017 letter from Devora Navera Reed) through contracting with School Services of California (“SSCAL,” an entity equivalent to FCMAT), effective May 2017. The report is expected to be completed prior to October 31, 2017. MERF takes accountability and fiscal oversight seriously.

Additional changes, above and beyond those required by LAUSD include:

1. **a new Chief Academic Officer (“CAO”):** Our CAO has over fifteen years of experience teaching and leading in public and charter schools in New York City and Los Angeles. She is a Teach for America alumna and a UNCF Mellon Fellow. She is currently an America Achieves Fellow. Her extensive work as a charter school principal in South Los Angeles is chronicled in *The Urban Challenge in Education: The Story of Charter School Successes in Los Angeles*, by Joseph Scollo, Dona Stevens, Ellen Pomella. Additionally, her work around personalized literacy, on-line learning and closing the belief gap are featured in Edutopia.org and Smartblogs.com. She graduated from Dillard University with a BA in English and received her Masters of Science in Secondary Education from Pace University.
2. **a new Chief Accountability Officer:** MPS elevated our focus on compliance and accountability organization-wide through the creation of a new executive level position. Our Chief Accountability Officer ensures MPS schools have high quality accountability plans and that MPS the schools implement the programs described in their charter petition and comply with all applicable law and regulations. Our Chief Accountability Officer earned his M.S. in engineering from UCI and M.A. in school leadership from CSUDH. With teaching and administrative experience at MPS, our Chief Accountability Officer strives to ensure MPS implements best practices aligned with our vision, mission, and core values.

In addition to the Settlement Agreement, the State Auditor conducted a comprehensive and detailed review of MPS operations and finances (“State Audit”) in 2014. The State Audit resulted in 12 specific conditions for MPS to meet, issued May 2015, largely related to internal controls and management of fiscal operations. As detailed below, **MPS has “fully implemented” all of the recommendations of the State Audit as required:**

Report 2014-135R Recommendations

When an audit is completed and a report is issued, auditees must provide the State Auditor with information regarding their progress in implementing recommendations from our reports at three intervals from the release of the report: 60 days, six months, and one year. Additionally, Senate Bill 1452 (Chapter 452, Statutes of 2006), requires auditees who have not implemented recommendations after one year, to report to us and to the Legislature why they have not implemented them or to state when they intend to implement them. Below, is a listing of each recommendation the State Auditor made in the report referenced and a link to the most recent response from the auditee addressing their progress in implementing the recommendation and the State Auditor's assessment of auditee's response based on our review of the supporting documentation.

Recommendations in Report [2014-135R](#): Magnolia Science Academies: Although the Financial Condition of These Charter Schools Has Improved, Their Financial Controls Still Need to Be Strengthened (Release Date: May 2015)

Filter Recommendations to Status:

Fully Implemented

Filter Recommendations

Recommendations to Los Angeles Unified School District		
Number	Recommendation	Status
1	Consistent with their charter petition terms, the Foundation should ensure that each academy maintains the minimum required cash reserve.	Fully Implemented
2	To ensure the CMO fees it charges to its academies are accurate, the Foundation should develop procedures to ensure that CMO fees are accurately calculated and recorded, including performing regular reconciliations of the CMO fees recorded in the Foundation's and academies' general ledgers.	Fully Implemented
3	To ensure that the academies' spending aligns with their budgets, the Foundation should create and retain standardized reports with a sufficient level of detail to allow its staff and the academy principals to compare the academies' spending to their budgets.	Fully Implemented
4	To reduce the risk of misappropriation, the Foundation should ensure that it appropriately authorizes all of its expenditures and the academies' expenditures. It should also ensure that it includes sufficient supporting documentation for each expense, including documenting the purpose of each transaction.	Fully Implemented
5	To strengthen its controls over purchases that principals make at the academies, the Foundation should update its accounting manual to require academy principals to obtain written authorization before processing purchases on their debit cards that are higher than established thresholds. The Foundation should also revise its accounting manual to prohibit the use of debit cards for travel except in the case of a documented emergency.	Fully Implemented
6	To ensure that it can locate documentation supporting its expenditures and the academies' expenditures, the Foundation should develop a stronger document filing system that links all supporting documentation for expenditures to its authorization and justification included in the CoolSIS system or equivalent by using a unique identifier such as a purchase order number.	Fully Implemented
7	To strengthen its contracting process, the Foundation should define who has authority to sign vendor agreements.	Fully Implemented

Recommendations to Los Angeles Unified School District		
Number	Recommendation	Status
<u>8</u>	To increase transparency and reduce the risk of misuse of funds, the Foundation should update its policies and procedures regarding vendor selection to require that it maintain independence in its relationships with vendors.	<u>Fully Implemented</u>
<u>9</u>	To ensure that it provides proper oversight over its process for hiring employees who are not citizens of the United States and that it meets all legal requirements for the employees it sponsors, the Foundation should enhance its human resources policies and procedures and implement a centralized system to track and maintain sponsored employees' files and publicly available documentation. Moreover, the Foundation should use the centralized system to ensure that proper notification is sent to Homeland Security for any material changes to sponsored employees' employment. The Foundation should also review all of its past and present noncitizen employees' files and notify Homeland Security of any material changes that it has not previously reported.	<u>Fully Implemented</u>
<u>10</u>	To hold its management accountable for meeting their responsibilities related to the payroll process, the Foundation should continue to implement its new desk procedures of requiring review and documentation of that review at each stage in the payroll process.	<u>Fully Implemented</u>
<u>11</u>	To safeguard the funds that the academies raise, the Foundation should ensure that academy staff follow the fundraising procedures in its accounting manual, especially with regards to timeliness of bank deposits and sign-offs on cash-count forms. The Foundation should also annually train its staff to ensure compliance with fundraising procedures.	<u>Fully Implemented</u>
<u>12</u>	To ensure their compliance with state and federal laws, the Foundation should continue to develop procedures for the academies to follow when they report truancy data to Education. The Foundation's procedures should include a process for the academies to document their calculations.	<u>Fully Implemented</u>
<u>13</u>	To improve communication between the inspector general and the division, LAUSD should develop procedures for discussing relevant findings in draft form and for determining how those findings should affect the decisions that the division or the board makes.	<u>Fully Implemented</u>
<u>14</u>	To improve its process for considering whether to rescind a charter school's conditionally renewed petition, LAUSD should develop procedures to provide charter schools with a reasonable amount of time for an appropriate response or to potentially remedy concerns.	<u>Fully Implemented</u>

Source: <https://www.auditor.ca.gov/reports/recommendations/2014-135R>

Since the audit, MPS has also taken steps to strengthen financial controls and implemented all of the State Auditor's recommendations, including:

- i. The Board-approved budget is closely monitored on a daily basis by MPS Financial Analysts and adheres to all recommendations made by FCMAT.
- ii. MPS now uses a variety of systems to handle financial transactions, all designed to ensure appropriate financial controls and transparency. Prior to July 2015, MPS used QuickBooks accounting system, effective July 1, 2015, the primary financial support and reporting requirements are provided by EdTec, preeminent back-office services provider to more than 300 charter schools. EdTec maintains the general ledger through NetSuite software, including budget and actuals. EdTec also prepares interim financial reporting and compiles bank

reconciliations. Payroll records are submitted to EdTec every pay period and loaded into NetSuite. Cash disbursements, and the related approvals, are maintained in CoolSIS, a third-party software that is independent from both PayCom and NetSuite. Checks are cut by EdTec using downloads from CoolSIS, MPS' current purchasing software.

- iii. NetSuite, Paycom and CoolSIS all have been enhanced and customized for MPS since the implementation date to better serve our specific needs.
- iv. In addition, we are adding AssetWorks as a new automated system to monitor and track all our assets and technology equipment.

MPS will continue to ensure all facets of our operations, governance and programs are both strong and compliant.

Increasing Academic Achievement

We, like every school in the State, are focused on improving outcomes in ELA and Math on the new SBAC/CAASPP tests. In order to raise achievement of students across all grades, we already have taken several significant steps, including:

- Purchasing 96 laptops for use at MSA-5 and implementing the Illuminate data system
- Implementing three-times per years Northwest Evaluation Association (“NWEA”) Measures of Academic Progress (“MAP”) benchmark assessments
- As noted above in an excerpt from CSD’s Site Visit Report above, we have increased support (staffing, time in the bell schedule and new curricula) for students with special needs, including ELs and Special Education students.
- Implementing three-times annual NWEA MAPs benchmark assessments
- Magnolia invested in a new Math Coach to further support our teachers and students
- Focused professional development
- Saturday School
- After-school tutoring
- Power Math/English

Going forward, we are placing a priority on providing targeted professional development, implementing McGraw Hill's Study Sync curriculum and Integrated Math Program with fidelity and monitoring and supporting the growth of all student groups, with a particular focus on increased outcomes for Special Education and EL students. MPS has partnered with the UCLA's Curtis Center to provide our math teachers with best practices for engaging students in sense making, critical thinking and mathematical modeling. Teachers also will receive tools from the Center's work writing performance tasks for Smarter Balanced. Additionally, MPS supports teacher innovation and contribution through our Teacher Symposiums, which are held twice a year. MSA-5's English, Art and Robotics teachers led and modeled best practices in this forum.

We are confident these efforts will increase proficiency levels on state assessments as well as AP exams.

Facilities

MSA-5 considers the current co-location arrangement at Reseda HS to be ideal as there is suitable classroom space to deliver the educational program. MSA-5 and Reseda HS administrators enjoy an amicable relationship. On April 1, 2021, the Los Angeles Unified School District issued a final offer of facilities to MSA-5 for the 2021-22 school year, pursuant to Education Code Section 47614 et seq. (“Proposition 39”), whereby the District will move MSA-5 from its current co-location at Reseda Senior

High to Chatsworth Charter High School, approximately eight (8) miles away from its current site. Beginning with the 2021-22 school year, the Charter School intends to move to 18220 and 18238 Sherman Way, Reseda, California 91335, approximately one (1) mile from its current site, and where MPS currently operates the charter school known as Magnolia Science Academy 1. The new facilities comply with all applicable legal requirements pertaining to charter school facilities. The facilities will have a total of 13 classrooms and office space to serve the enrollment projections for the remainder of the charter term, as outlined above.

STUDENT POPULATION TO BE SERVED

TARGET POPULATION

MSA-5 currently serves students in grades 6-10 (growing to 6-12), and mainly draws enrollment from Reseda, CA and neighboring communities. The 2010 U.S. census counted 74,363 residents in Reseda's 91335 ZIP code with a demographic breakdown of 43.5% Hispanic; 37.2% Caucasian; 11.2% Asian; 4.2% African American, and 3.9% other. Mexico (33.7%) and El Salvador (12.4%) were the most common places of birth for the 43.1% of the residents who were born abroad.³ The median yearly household income according to the 2011-2015 American Community Survey 5-Year Estimate is \$51,206; 22.1% of families with children under 18 lived below the federal poverty line in the past 12 months (which is just \$24,600 for a family of four).⁴ A solid majority – 67.6% -- of residents in Reseda speak a language other than English at home.⁵ According to the *L.A. Times'* Community Mapping data, during a six month period ending July 23, 2017, Reseda ranked 71 out of 209 communities tracked for the most violent crimes, with 2 homicides, 10 rapes, 96 aggravated assaults and 60 robberies during that six-month period across just 5.87 square miles.⁶

MSA-5's current enrollment thus serves more racial and ethnic minorities than the immediate surrounding community (87% Hispanic/Latino, 3% African American), and we know that our FRPL numbers (73%) do not fully reflect the severe economic challenges many of our students and their families face.

Educational Interests, Backgrounds, and Challenges

Current research indicates that English Learners, students with disabilities, and socioeconomically disadvantaged students are the most rapidly growing student groups in California, specifically in charter schools, yet are among the lowest in educational attainment (Gandara, 2013). One in five children or adolescents in the U.S. are of Hispanic origin and are intensifying their impact on educational and work settings (Pino, Martinez-Ramos, & Smith, 2012). Minority students from low socioeconomic status (SES) backgrounds and first-generation American students are the least likely to be prepared for, enroll, and persist past their first year in a university (Garcia, 2010).

³ <https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>

⁴ <https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>

⁵

<http://maps.latimes.com/neighborhoods/neighborhood/reseda/?q=Reseda%2C+CA+91335%2C+USA&lat=34.2035088&lng=-118.5389414&g=Geocodify>

⁶

<http://maps.latimes.com/neighborhoods/neighborhood/reseda/crime/?lat=34.2035088&q=Reseda%2C+CA+91335%2C+USA&lng=-118.5389414#six-months>

While Title I federal legislation and increased monetary support has allowed significant student groups to improve their academic proficiency, ELs, students with disabilities, and low income students continue to lag behind other major student groups, more specifically Caucasian and Asian Americans (Romo & Salas, 2003).

The disconnect between these student groups' academic achievement, size of population, and disproportionate under-representation in higher education can be attributed to a variety of factors including lack of parental involvement, not understanding the educational system and its requirements, school barriers, and racial perceptions (Conchas, 2001, 2006; Conchas & Goyette, 2001; Fry, 2002; MacDonald, 2004).

The charter school movement evolved as an effort to counter consistently failing schools; to create a marketplace within the school system where parents could choose where their children could attend school (Knaak& Knaak, 2013). In particular, charter schools developed to implement innovative teaching strategies in an environment free of some of the bureaucracy found in larger school districts (National Alliance for Public Charter Schools, n.d.). As lack of access to a quality education and preparedness to college continues to be a pervasive issue, a growing number of educational leaders has begun to develop theme-based charter schools and alternative approaches to educating students.

For fifteen years, Magnolia Public Schools have provided a STEM, and now STEAM, focused education to address the needs of underrepresented communities. At MPS, ALL STUDENTS have access to high quality and effective STEAM-based Common Core State Standards ("CCSS") and Next Generation Science Standards ("NGSS") aligned instruction, along with engaging elective and enrichment programs that support their learning and development.

ENROLLMENT PLAN

MSA-5 enrollment will grow at MSA-5 as the school adds grades in high school in each year (in 2017-18, the school enrolls grades 6-10). By 2019-20, MSA-5 will reach a full enrollment span of 6th-12th grade, growing to a projected 460 students by the fifth year of this charter term.

Projected Grade-level Enrollment at MSA-5					
	2018-19	2019-20	2020-21	2021-22	2022-23
6	60	90	90	90	90
7	60	60	85	85	85
8	60	60	60	81	81
9	60	60	60	52	52
10	33	60	60	52	52
11	25	33	60	50	50
12	-	25	33	50	50
Total	298	388	448	460	460

Goals and philosophy

MISSION AND VISION

MPS provides a college preparatory educational program emphasizing science, technology, engineering, arts and math in a safe environment that cultivates respect for self and others.

MPS' vision is that graduates of Magnolia Public Schools are scientific thinkers who contribute to the global community as socially responsible and educated members of society.

MPS has identified the following core values, which are reinforced through the Life Skills curriculum, student learning outcomes ("SLOs"), and all school activities:

Excellence

Academic excellence is the desire to pursue knowledge and excellence and to contribute original and provocative ideas in a learning environment, in diverse settings, and as a catalyst to future academic knowledge. We foster academic excellence through project based learning using a constructivist approach, student portfolios, assessments of and for learning and academic discourse and argumentative writing. Scholars learn where and how to access the needed information to advance their academic pursuits and societal contributions.

Innovation

Students will have the freedom to choose how and what they learn. Individualized scheduling, early identification of learning styles, personalities, interest and career plans will support students' college and career readiness. This will include student participation in their four-year plans, after school enrichment programs, STEAM program choice options, adaptive assessments and blended learning strategies, differentiated instruction and differentiated and adaptive assessments.

Connection

School communities are integrated partnerships with the school site staff, families, students and all other stakeholders. This sense of connection creates a safe place for all learners and stakeholders to affirm individual strengths, celebrate character, provide academic support through mentorship and internship, promote unity and better decision making through the implementation of restorative justice practices. Additionally, community cultivates identity and gives each member a sense of belonging and pride. MPS utilizes home visits, student surveys, field trips, life skills classes and coaching to support our overall community-based goals. We work with community partners to establish mentoring relationships and other social capital to support our students' development of personal and academic networks for long-term resilience and connection.

STUDENT LEARNING OUTCOMES

The SLOs are measurable schoolwide goals that every student is expected to achieve upon graduation from MSA-5. Our schoolwide SLOs are embedded in our curriculum, including Life Skills, our instructional practice, core values, and daily culture at the Charter School.

MSA-5 graduates will be:

SCHOLARS who: ▪ Think critically.

MSA-5 graduates will be:	
	<ul style="list-style-type: none"> ▪ Develop academic plans and goals to guide in their pursuit towards a college degree and career choices (planning). ▪ Apply, analyze, identify, synthesize and evaluate information and experiences. ▪ Connect the skills and content learned across the curriculum and evaluate multiple points of view. ▪ Use the Inquiry Process to address a problem, hypothesize, analyze, and draw conclusions as they investigate an issue/problem. ▪ Utilize problem-solving techniques during conflict resolution and can compromise.
INDEPENDENT SCHOLARS who:	<ul style="list-style-type: none"> ▪ Exhibit the ability to integrate technology as an effective tool in their daily lives. ▪ Use technology effectively to access, organize, research and present information. ▪ Demonstrate effective oral and written communication skills through the use of academic language at school, with peers and in the community. ▪ Demonstrate content area and grade level achievement in Reading, Writing, Mathematics, History and Science. ▪ Are self-directed. ▪ Meaningfully engage in learning activities. ▪ Make informed decisions on their learning pathways. ▪ Know their readiness levels, interests, and backgrounds. ▪ Understand their own learning styles and intelligence preferences. ▪ Reflect on their learning. ▪ Accept and integrate feedback. ▪ Adapt to change.
COMMUNITY FOCUSED CITIZENS who:	<ul style="list-style-type: none"> ▪ Embrace and respect cultural diversity through the understanding of our global world. ▪ Demonstrate knowledge and understanding of American and world history and the values of different cultures. ▪ Contribute to the improvement of life in their school and local community through leadership skills and participation in community projects. ▪ Demonstrate knowledge of proper nutrition, exercise and physical health and its impact on daily life. ▪ Collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings. ▪ Develop their ability to affect change in the world. ▪ Understand and reflect on connections between their community and global connectedness and how it affects the broader world through global awareness. ▪ Understand that outreach is a responsibility. ▪ Realize that agitation is a mechanism to activism.

The world in which we live and learn has a unique set of advantages and challenges. The goal of MSA-5 is to prepare students to adeptly utilize those advantages and confront these challenges with tenacity and courage. We believe that all students have social capital and can re-imagine their futures by utilizing their highest potential. We believe that engaging underrepresented communities through STEAM education will transform our society and prepare our scholars to lead in the 21st century not only as career seekers but also as career creators.

The President's Council of Advisors on Science and Technology (2010) describes the importance of middle and high school education in STEM as follows:

The success of the United States in the 21st century – its wealth and welfare – will depend on the ideas and skills of its population. These have always been the Nation's most important assets. As the world becomes increasingly technological, the value of these national assets will be determined in no small measure by the effectiveness of science, technology, engineering, and mathematics (STEM) education in the United States. STEM education will determine whether the United States will remain a leader among nations and whether we will be able to solve immense challenges in such areas as energy, health, environmental protection, and national security. It will help produce the capable and flexible workforce needed to compete in a global marketplace. It will ensure our society continues to make fundamental discoveries and to advance our understanding of ourselves, our planet, and the universe. It will generate the scientists, technologists, engineers, and mathematicians who will create the new ideas, new products, and entirely new industries of the 21st century. It will provide the technical skills and quantitative literacy needed for individuals to earn livable wages and make better decisions for themselves, their families, and their communities. And it will strengthen our democracy by preparing all citizens to make informed choices in an increasingly technological world.

Prepare and Inspire: K-12 Education in Science, Technology, Engineering, and Math (STEM) for America's Future. Executive Office of the President, Washington, D.C., 2010. (PCAST, 2010)

All MSA-5 schools prepare 21st century scholars to adapt to new platforms and technology through personalized learning and exposure to real world task and interactions such as: national academic and STEAM competitions, internships, mentoring, STEAM clubs, college and career field trips. Building upon students' knowledge in math, science, history and literature through real world applications and experiences fosters a love of learning. Supporting life-long learning through collaboration, digital literacy, academic discourse, argumentative writing and individualized scheduling models prepares students for 21st century demands.

MSA-5 graduates also develop the social and emotional skills needed to compete in a global society. MSA-5 graduates have a growth mind-set, are resilient, reflective, and demonstrate grit, self-respect and good character. These skills are crucial to not only attending and completing college but also for graduates being able to develop and contribute their original ideas in a work place environment.

HOW LEARNING BEST OCCURS

MSA-5 firmly believes that ALL students are brilliant, and are capable of growing academically and emotionally. It is our responsibility as educators to provide scholars with the tools and contexts they need to accomplish their goals. We also recognize that all students bring a unique set of skills and

talents to the school community. Our goals for our scholars are to ensure that they are academically achieving, technologically fearless, creatively empowered, and socially and civically engaged.

Research and experience shows us that learning best occurs when students are engaged and actively involved in the learning experience, have multiple opportunities to make interpersonal connections with the world, and relate their experiences to what they are learning in school. At MSA-5, we strive to effectively facilitate student learning. Because individual needs are intrinsically motivating, we begin the process by allowing students to assess their unique learning needs and styles, and teach them how to articulate those needs through effective communication. This helps guide educators in developing their curriculum so that it is personalized and aligned to meet students at their affect level. Furthermore, MPS carefully collects and disaggregates data in order to consistently monitor and measure student growth, as well as provide immediate feedback to improve learning. We use this data to further tailor our program to meet the individual needs of our scholars.

MSA-5' rigorous CCSS-based educational program uses inquiry and project-based activities to help students acquire core academic knowledge, problem-solving skills, and critical thinking skills. We have designed our curriculum to be relevant to our student demographic, while allowing scholars to explore and connect to the world. Additionally, we believe that student output must have depth and value, in order to foster a sense of pride and accomplishment.

The educators on our team are the foundation of authentic and equitable learning. MSA-5 teachers understand that students learn best when they have multiple opportunities to work collaboratively in teams. To develop conceptual understanding in constructivist settings, MSA-5 teachers assume the role of facilitators of meaningful learning experiences rather than transmitters of knowledge. Students build on their existing knowledge as guided experiences to help them discover and develop the underlying ideas and concepts. This process not only deepens the students' knowledge, it also sparks and stimulates their curiosity and passion for learning.

In addition to our educators as a foundational piece of our model, parents are recognized as integral participants in successful student learning. The involvement of all stakeholders helps to develop a school's culture, and its identity as a family and a community. Students whose parents are involved in their learning tend to experience higher academic achievement, better attendance, higher graduation rates, and a better chance of continuing with their education beyond high school.

The focus on life skills is an important element of the MSA-5 model that enhances our scholars' learning experience. Our life skills courses are supplemental and designed to empower students with critical study and organizational skills, as well as important social skills. These skills support self-motivation, improvement, and growth, with the goal that students will ultimately use these tools to evolve and contribute to their global community.

In order to cultivate responsible members of society, students need to be fully engaged with their community. MSA-5 students are continuously and actively involved in various community outreach endeavors. The MSA-5 model incorporates "real life" projects that are aligned with the curriculum, and provide students with opportunities to work within their home community. This will help students move from adolescence and school to adulthood and society.

In addition to the curricular design, MSA-5 also offers an exciting after-school program that offers academic assistance to students, as well as providing a safe place for academic and social and emotional

enrichment beyond the school day. This program will promote a love of learning and accelerate a positive feeling about the school experience, as well as, nurture a sense of family in our scholars.

THE REQUIREMENTS OF CALIFORNIA EDUCATION CODE § 47605(Bc)(5)(A)(ii)

MSA-5 will pursue the following school-wide and student group outcome goals, based on the state priorities detailed in California Education Code § 52060(d). Student performance and achievement of school-wide, student group and individual student progress is measured by multiple and varied summative and formative assessments that are aligned to state and federal standards (including CCSS) and reflect proficiency measures required by the new CAASPP, as well as state priorities detailed in California Education Code § 52060(d).

The following chart details the Charter School’s annual goals, for all pupils pursuant to California Education Code § 52052, for each of the eight (8) state priorities identified in California Education Code § 52060(d), including specific annual actions the Charter School will take to achieve each of the identified annual goals.

LCFF STATE PRIORITIES	
GOAL #1	
<p>All students will pursue academic excellence and be college/career ready.</p>	<p>Related State Priorities:</p> <p><input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6</p> <p>Local Priorities:</p> <p><input type="checkbox"/> : <input type="checkbox"/> :</p>
Specific Annual Actions to Achieve Goal	
<p>Priority 1:</p> <p>A. MSA-5 will conduct credential review as part of teacher hiring process and support our teachers’ credentialing needs. MSA-5 will also annually review master schedule/teacher assignments to ensure compliance. We will support our teachers for their credentialing needs.</p> <p>B. MSA-5 will annually review alignment of instructional materials to standards and keep an inventory of instructional materials and corresponding purchase of materials. MSA-5 will annually review budget and plan to ensure adequate budget for instructional materials.</p> <p>C. MSA-5 will do annual and monthly facility inspections to screen for safety hazards. Daily general cleaning by custodial staff will maintain campus cleanliness.</p>	
<p>Priority 2:</p> <p>D. MSA-5 will ensure curricula and assessments are aligned to the standards and that teachers participate in professional development on the implementation of standards (CCSS, NGSS, etc.).</p>	
<p>Priorities 2 & 4 & 7:</p>	

- E. MSA-5 will identify ELs by proficiency level and provide ELD instruction aligned to the CA ELD standards and monitor student progress in program implementation.
- F. MSA-5 teachers will provide instruction using integrated ELD instructional strategies as outlined in the CHATS framework (detailed in the English Learner section of the charter petition) to all students, including ELs. MSA-5 will ensure that teachers participate in professional development on ELD.

Priority 2 & 4 & 8:

- G. During the school day, MSA-5 will provide additional supports and interventions to all students, including ELs.
- H. MSA-5 will provide additional supports and interventions to all students, including ELs, during after school hours and on Saturday.
- I. MSA-5 will synthesize CAASPP and MAP student achievement and growth data, as well as course grades, and other state and internal assessment scores and regularly review progress towards targets.

Priority 4:

- J. MSA-5 will offer individual graduation plans, outlining the classes students will take during their high school years.
- K. MSA-5 will provide students with opportunities to take Advanced Placement (AP) courses based on student needs and interests.
- L. MSA-5 will offer “Advisory” classes (college planning and career exploration program) and “College Readiness” classes and programs preparing students for college readiness, including test prep for ACT/SAT.

Expected Annual Measurable Outcomes

Outcome #1: Charter School’s teachers will be appropriately assigned and fully credentialed as required by law and the charter.

Metric/Method for Measuring: Percentage of teachers who will be appropriately assigned and fully credentialed as required by law and the charter

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%

Outcome #2: Students will have sufficient access to standards-aligned instructional materials.

Metric/Method for Measuring: Percentage of students who will have sufficient access to standards-aligned instructional materials

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%

Outcome #3: Items on facility inspection checklists will be in compliance/good standing.,

Metric/Method for Measuring: Percentage of items on facility inspection checklists in compliance/good standing

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	90%	90%	90%	90%	90%	90%

Outcome #4: Charter School will provide implementation of state standards for all students, including English learners.

Metric/Method for Measuring: Percentage of state standards implementation for all students, including English learners

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
Outcome #5: Students will meet or exceed standards on CASSPP-ELA/Literacy assessments.						
Metric/Method for Measuring: Average Distance from Level 3 on CASSPP-ELA/Literacy assessments (Grades 3-8)						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	43.1 points below Level 3	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year
English Learners	68.5 points below Level 3	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year
Socioecon. Disadv./Low Income Students	43.7 points below Level 3	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year
Foster Youth	*	*	*	*	*	*
Students with Disabilities	119.8 points below Level 3	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year
Asian Students	*	*	*	*	*	*
Latino Students	50.1 points below Level 3	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year
White Students	*	*	*	*	*	*
Outcome #6: Students will meet or exceed standard on CASSPP-Mathematics assessments.						
Metric/Method for Measuring: Average Distance from Level 3 on CASSPP-Mathematics assessments (Grades 3-8)						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	94.3 points below Level 3	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year

					d to prior year	
English Learners	113 points below Level 3	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year
Socioecon. Disadv./Low Income Students	95.7 points below Level 3	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year
Foster Youth	*	*	*	*	*	*
Students with Disabilities	179.9 points below Level 3	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year
Asian Students	*	*	*	*	*	*
Latino Students	103.6 points below Level 3	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year	Increase by 5 points compared to prior year
White Students	*	*	*	*	*	*

Outcome #7: Students will meet or exceed their growth targets on the MAP Reading Assessment.

Metric/Method for Measuring: Percentage of students meeting their growth targets on the MAP Reading Assessment.

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	67%	68%	69%	70%	71%	72%
English Learners	32%	33%	34%	35%	36%	37%
Socioecon. Disadv./Low Income Students	40%	41%	42%	43%	44%	45%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	22%	23%	24%	25%	26%	27%
Asian Students	*	*	*	*	*	*
Latino Students	68%	69%	70%	71%	72%	73%
White Students	*	*	*	*	*	*

Outcome #8: Students will meet or exceed their growth targets on the MAP Mathematics Assessment.

Metric/Method for Measuring: Percentage of students meeting their growth targets on the MAP Mathematics Assessment.

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	64%	65%	66%	67%	68%	69%
English Learners	27%	28%	29%	30%	31%	32%
Socioecon. Disadv./Low Income Students	62%	63%	64%	65%	66%	67%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	29%	30%	31%	32%	33%	34%
Asian Students	*	*	*	*	*	*
Latino Students	62%	63%	64%	65%	66%	67%
White Students	*	*	*	*	*	*

Outcome #9: EL students will make annual progress in learning English as measured by the ELPAC.

Metric/Method for Measuring: Percentage of ELs making annual progress in learning English as measured by the ELPAC

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	70.2%	71%	72%	73%	74%	75%

Outcome #10: EL students will be reclassified annually.

Metric/Method for Measuring: Percentage of ELs reclassified to fluent English proficient (RFEP) annually

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
English Learners	20%	MSA-5's reclassification rates will meet or exceed District averages for the same grade levels	MSA-5's reclassification rates will meet or exceed District averages for the same grade levels	MSA-5's reclassification rates will meet or exceed District averages for the same grade levels	MSA-5's reclassification rates will meet or exceed District averages for the same grade levels	MSA-5's reclassification rates will meet or exceed District averages for the same grade levels

Outcome #11: Graduating seniors will have passed an AP exam with a score of 3 or higher.

Metric/Method for Measuring: Percentage of graduating seniors who have passed an AP exam with a score of 3 or higher

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	*	*	*	*	25%	25%

Outcome #12: Students in grades 9-11 will participate in the PSAT test.

Metric/Method for Measuring: Percentage of students in grades 9-11 who will participate in the PSAT test

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%

Outcome #13: Students who participate in the PSAT test will meet or exceed college readiness benchmarks for their grade level.

Metric/Method for Measuring: Percentage of students who will meet or exceed college readiness benchmarks for their grade level out of all students who participate in the PSAT test

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	*	20%	20%	20%	20%	20%

Outcome #14: Students will receive a grade of “C” or better (or perform “proficient” on the related state standardized tests) in core subjects and electives.

Metric/Method for Measuring: Percentage of students who have received a grade of “C” or better (or perform “proficient” on the related state standardized tests) in core subjects and electives

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	70%	≥80%	≥80%	≥80%	≥80%	≥80%

GOAL #2

All students will become independent, innovative scholars.

Related State Priorities:

- 1 4 7
- 2 5 8
- 3 6

Local Priorities:

- :
- :

Specific Annual Actions to Achieve Goal

Priority 7:

- M. MSA-5 will provide students with a broad array of courses including core subjects (English, mathematics, social sciences, and science) and electives as outlined in its charter petition. MSA-5 will also provide all other academic programs and services outlined in its charter petition, certain programs and services being dependent on student need and interest.
- N. MSA-5 will design its master schedule to meet the needs of its students to ensure all academic content areas are available to all students, including student groups.
- O. MSA-5 will offer an “Advanced Math” class or club to students in grades 6-8.

- P. MSA-5 will offer Computer/Technology classes and/or blended learning experience for our students. MSA-5 will also keep its technology up to date. MSA-5 teachers will participate in PD on Blended Learning.

Priority 7 & 8:

- Q. MSA-5 will provide opportunities for students during the day and after school to create or demonstrate a STEAM focused project, experiment, model or demo. MSA-5 will also provide information and access to quality out-of-school STEAM activities and achievements.

Expected Annual Measurable Outcomes

Outcome #1: Charter School will provide the programs and services outlined in its charter petition, certain programs and services being dependent on student need and interest.

Metric/Method for Measuring: Percentage of the programs and services outlined in the charter petition that will be provided as measured by student interest surveys for elective courses and programs, master school schedule, and class rosters

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%

Outcome #2: Students will have sufficient access to all academic and educational programs provided by the Charter School.

Metric/Method for Measuring: Percentage of students who will have sufficient access to all academic and educational programs provided by the Charter School as measured by student interest surveys for elective courses and programs, master school schedule, and class rosters

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%

Outcome #4: Our graduates will have taken a Computer/Technology class and/or experienced blended learning in their program of study.

Metric/Method for Measuring: Percentage of our graduates who will have taken a Computer/Technology class and/or experienced blended learning in their program of study

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%

Outcome #5: Students will create or demonstrate a STEAM focused project, experiment, model or demo.

Metric/Method for Measuring: Percentage of who have created or demonstrate a STEAM focused project, experiment, model or demo

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	85%	90%	90%	90%	90%	90%

GOAL #3

All students, families, staff, and other stakeholders will feel a sense of community and connectedness.	Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :

Specific Annual Actions to Achieve Goal

Priority 3:

- R. MSA-5 will seek parent input in making decisions for the school through quarterly SSC, ELAC, and PTF meetings.
- S. MSA-5 will host parent activities/events, including Student/Parent Orientation, Back to School Night, and parent conferences to promote parental participation in programs.
- T. MSA-5 will provide parents with access to course material, homework assignments, projects, and records of students' grades through SIS, an online web portal. MSA-5 will communicate further with the parents of students who are performing below grade level.
- U. MSA-5 teachers will visit students at their homes to discuss student progress and enhance student learning and involvement.

Priority 5:

- V. MSA-5 will provide a safe, nurturing, and engaging learning environment for all of our students and families. Academic and socio-emotional support will be provided to address student needs.
- W. MSA-5 will inform parents and students of attendance policies specified in the Student/Parent Handbook and encourage and support student attendance.
- X. MSA-5 will offer credit recovery classes and individual graduation plans outlining the classes students will take during their high school years, and provide support to ensure timely high school graduation.

Priority 6:

- Y. MSA-5 will annually assess its suspension/expulsion policies and procedures and document and implement alternatives to suspension/expulsion, including restorative practices.
- Z. MSA-5 staff will acknowledge and encourage positive student behavior and improvements. Teachers will establish classroom management procedures, foster positive relationships, and help create an atmosphere of trust, respect, and high expectations.
- AA. MSA-5 will annually administer school experience surveys to students, parents, and staff.

Expected Annual Measurable Outcomes

Outcome #1: Charter School will hold quarterly SSC meetings.

Metric/Method for Measuring: Number of SSC meetings per year

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	4	4	4	4	4	4

Outcome #2: Charter School will hold quarterly English Learner Advisory Committee (ELAC) meetings.

Metric/Method for Measuring: Number of ELAC meetings per year

APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
English Learners	2	4	4	4	4	4

Outcome #3: Charter School will hold quarterly Parent Task Force (PTF) meetings.

Metric/Method for Measuring: Number of PTF meetings per year						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	5	4	4	4	4	4
Outcome #4: Charter School will hold activities/events for parent involvement.						
Metric/Method for Measuring: Number of activities/events for parent involvement per year						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	5	5	4	4	4	4
Outcome #5: Teachers will update SIS records daily/weekly.						
Metric/Method for Measuring: Frequency of SIS record updates						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	Daily/weekly	Daily/weekly	Daily/weekly	Daily/weekly	Daily/weekly	Daily/weekly
Outcome #6: Charter School will send progress reports/report cards to parents.						
Metric/Method for Measuring: Number of progress reports or report cards sent to parents per year						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	6	6	6	6	6	6
Outcome #7: Charter School's students will be home-visited by the teachers.						
Metric/Method for Measuring: Percentage of students who have been home-visited by the teachers per year						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	35%	25%	25%	25%	25%	25%
Outcome #8: Charter School will maintain a high ADA rate.						
Metric/Method for Measuring: ADA rate						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	95%	95%	95%	95%	95%	95%
Outcome #9: Charter School will maintain a low chronic absenteeism rate.						
Metric/Method for Measuring: Chronic absenteeism rate						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023

All Students (Schoolwide)	14%	12%	10%	8%	6%	4%
Outcome #10: Charter School will maintain a low middle school dropout rate.						
Metric/Method for Measuring: Middle school dropout rate						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	0%	0%	0%	0%	0%	0%
Outcome #11: Charter School will maintain a low high school dropout rate.						
Metric/Method for Measuring: High school dropout rate						
APPLICABLE STUDENT GROUPS	Baseline 2014-15	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	0%	0%	0%	0%	0%	0%
Outcome #12: Charter School will maintain a high four-year cohort graduation rate.						
Metric/Method for Measuring: Four-year cohort graduation rate						
APPLICABLE STUDENT GROUPS	Baseline 2014-15	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	*	*	*	95%	95%	95%
Outcome #13: Charter School will maintain a low student suspension rate.						
Metric/Method for Measuring: Student suspension rate						
APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	0%	≤3%	≤3%	≤3%	≤3%	≤3%
Outcome #14: Charter School will maintain a low student expulsion rate.						
Metric/Method for Measuring: Student expulsion rate						
APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	0%	≤1%	≤1%	≤1%	≤1%	≤1%
Outcome #15: Charter School will maintain high participation rates in the school experience survey.						
Metric/Method for Measuring: School experience survey participation rates						
APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	Students: 89.4%	85%	85%	85%	85%	85%
	Parents: 63.1%	55%	55%	55%	55%	55%
	Staff:					

	100%	85%	85%	85%	85%	85%
Outcome #16: Charter School will maintain a high approval rating in the school experience surveys.						
Metric/Method for Measuring: School experience survey average approval rates						
APPLICABLE STUDENT GROUPS	Baseline	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	Students: 61%	65%	65%	65%	65%	65%
	Parents: 94%	90%	90%	90%	90%	90%
	Staff: 90%	85%	85%	85%	85%	85%

*Student group not numerically significant at this time.

GOALS FOR ENABLING PUPILS TO BECOME AND REMAIN SELF-MOTIVATED, COMPETENT, AND LIFELONG LEARNERS

In addition to the Student Learning Outcomes detailed above, MSA-5 expects that at least 80% of students who have been enrolled at the Charter School for at least one full academic-year will develop at least *four* of the following *six* lifelong learning and interpersonal skills prior to graduation:

Representative measurable outcomes and assessment tools for lifelong learning and interpersonal skills

Skills	Learning Objectives	Assessment Tools
Leadership, Collaboration and Cooperation	<ul style="list-style-type: none"> ▪ Incorporate personal management skills on a daily basis. ▪ Effective participation in group decision-making processes. ▪ Work cooperatively with others and be a team player in achieving group goals. ▪ Be able to assume leadership in group tasks. 	<ul style="list-style-type: none"> ▪ End of semester teacher evaluations on student behaviors. ▪ Teachers' comments entered into the Student Information System, CoolSIS or equivalent ▪ Assignments, tests and activities in Character Education, Life Skills, College Prep and other classes. ▪ Portfolios of student work, reports and/or exhibits including group assignments.
Self-assessment and Reflection	<ul style="list-style-type: none"> ▪ Describe, analyze and prioritize personal skills and interests that they want to develop. ▪ Describe and effectively use the personal qualities they possess that make them successful members of their school and community. ▪ Recognize their intelligence types and personal learning styles and employ 	<ul style="list-style-type: none"> ▪ End of semester teacher evaluations of student behaviors. ▪ Teachers' comments entered into the Student Information System, CoolSIS or equivalent ▪ Assignments, tests and activities in Character Education, Life Skills, College Prep and other classes.

Skills	Learning Objectives	Assessment Tools
	<p>those styles in their learning and personal development.</p>	<ul style="list-style-type: none"> ▪ Portfolios of student work, reports and/or presentations scored by the teacher using rubrics.
Goal Setting	<ul style="list-style-type: none"> ▪ Set positive academic and non-academic goals. ▪ Apply goal-setting skills to promote academic success. ▪ Set post-secondary goals with action steps, timeframes, and evaluation criteria. ▪ Identify the skills and credentials required for a particular profession and prepare accordingly. 	<ul style="list-style-type: none"> ▪ End of semester teacher evaluations on student behaviors. ▪ Teachers' comments entered into the Student Information System, CoolSIS or equivalent ▪ Assignments, tests and activities in Character Education, Life Skills, College Prep and other classes. ▪ Portfolios of student work, reports and/or presentations scored using rubrics.
Critical Thinking and Problem Solving	<ul style="list-style-type: none"> ▪ Implement stop, think, and act strategies in solving daily life problems. ▪ Generate alternative solutions to problems and predict possible outcomes. ▪ Apply the steps of systematic decision-making in school and life. 	<ul style="list-style-type: none"> ▪ End of semester teacher evaluations on student behaviors. ▪ Assignments, tests and activities in Character Education, Life Skills, College Prep and other classes. ▪ Portfolios of student work, reports and/or presentations scored using rubrics.
Self-discipline	<ul style="list-style-type: none"> ▪ Implement a plan to meet a need or address a challenge based on personal strengths and available support from others. ▪ Explore career opportunities based on their identified interests and strengths. ▪ Show self-esteem based on accurate assessment of self. 	<ul style="list-style-type: none"> ▪ End of semester teacher evaluations on student behaviors. ▪ Assignments, tests and activities in Character Education, Life Skills, College Prep and other classes. ▪ Portfolios, presentations and/or exhibits of student work
Citizenship	<ul style="list-style-type: none"> ▪ Personal honesty and integrity. ▪ Courage to express their views. ▪ Love, respect and loyalty to the United States of America. ▪ Understanding and tolerance towards other societies in the world. ▪ Participate in multicultural and cross-cultural activities. 	<ul style="list-style-type: none"> ▪ End of semester teacher evaluations on student behaviors. ▪ Teachers' comments entered into the Student Information System, CoolSIS or equivalent ▪ Assignments, tests and activities in Character Education, Life Skills, College Prep and other classes. ▪ Portfolios, presentations and/or exhibits of student work, peer competitions

INSTRUCTIONAL DESIGN

CURRICULAR AND INSTRUCTIONAL DESIGN OF THE EDUCATIONAL PROGRAM: KEY EDUCATIONAL THEORIES AND RESEARCH

As noted above, instructional design is based on three pillars: **Academic Excellence, Innovation, and Connection.**



We believe in the analysis of learning needs and the systematic development and personalization of learning experiences. STEAM is the platform by which we enhance instruction, increase intrinsic motivation, and make learning relevant through real life connections. MSA-5 aims to utilize the latest and most innovative tools to maximize personalization and customization for a superior academic program that is tailored for a student's individual needs by which a passion for learning is created that will be sustainable for life.

Academic Excellence (Scientific Thinkers)	Innovation (Intrinsically Driven and Self-Motivated)	Connection (Socially Responsible Global Citizens)
<ul style="list-style-type: none"> a. STEAM Focus b. Learning Approaches (Experiential, Constructivist Social Learning, Inquiry and Project-Based Learning) c. Effectively Integrating Technology into Teaching and Learning d. Public Display of Excellence e. Life-long Learning 	<ul style="list-style-type: none"> 1. Data-driven Instruction to Ensure College Readiness 2. Periodic Benchmark Tests 3. After-school Tutoring 4. College Mentorship Program 5. College Tracking Program 6. Portfolio Module with Learning Targets 7. AP Courses 8. Honors 9. Individualized scheduling 	<ul style="list-style-type: none"> 10. Community Service and Volunteerism 11. World Languages 12. International Visits, Trips, Speakers 13. Home Visits 14. Students achieve self-actualization 15. Business and Industry Partnerships 16. Higher Education Collaboration 17. Internships/externships

INSTRUCTIONAL DESIGN COMPONENTS: EXCELLENCE (SCIENTIFIC THINKERS)

STEAM Focus

A significant step toward helping our students achieve their maximum potential involves providing a rigorous, relevant and college preparatory curriculum with a STEAM emphasis. **Science** courses immerse students in the scientific method and encourage them to use the applicable technology to plan and organize projects, hypothesize, analyze data, and draw conclusions from experiments they choose and create based on their interests. Science classes employ Technology in laboratory explorations and experimentation. **Technology** is a key component to our instructional delivery model. Each classroom is equipped with laptops (1:1 student to computer ratio) to enable effective blended learning strategies. Computer simulations assist in expanding the number of lab opportunities in all grade levels. A Computer Science Program fuels tech skills development, including programming and sequencing. All courses incorporate **Engineering** design process at all grades as part of the NGSS emphasis. With CA Science Framework and NGSS integration, MSA-5 all students learn about **Engineering Design**, technology, and applications of science as part of their core classes. Computer course are offered at all levels and skills are further developed in after school enrichments. Students take AP Computer courses at the High School level starting with all ninth graders taking AP Computer Science. Furthermore, Engineering is also embedded in electives offered such as robotics, architecture and design. **Arts** instruction focuses on developing students' creativity, imagination, discipline and self-expression

through drawing and fine arts, music, drama and improvisation, and dance. Students are assessed for their current knowledge and skill level in **Math** and placed in the most appropriate class (see below).

Effectively Integrating Technology into Teaching and Learning

The Technology Program is a distinguished feature of MSA-5, with highly trained faculty leading engaging instruction. The program enables students to personalize learning practice and integrate all subjects in project based learning in a fun and meaningful way. This unique program includes:

- Technology courses and curriculum that provides technology tools necessary in the 21st century and develops critical skills that help students gain acceptance to and graduate from a 4-year university with a STEAM major.
- Core class integration projects that require higher order learning and improving critical thinking skills.

Public Displays of Excellence in STEAM

MSA-5 students and faculty organize and participate in numerous STEAM competitions. Through various activities, competition days become a targeted event to arouse student interest and celebrate their peers' success. MSA-5 offers a variety of after school clubs to students to stimulate interest in and extend knowledge of various subjects covered in the classroom including Computer Applications, MathCounts, Robotics, and Science Olympiad clubs. Additionally, we are exploring implementing programs such as Project Lead The Way to sustain our ongoing efforts to integrate STEAM instruction. Parents are involved in co-facilitating after-school programs and activities.

Life-Long Learning

Based on Delors's (1996) four 'pillars' of education for the future,⁷ we believe lifelong learning may be broadly defined as: learning that is flexible, diverse and available at different times and in different places. Lifelong learning crosses sectors, promoting learning beyond traditional schooling and throughout adult life (i.e. post-compulsory education). At MSA-5, we seek to develop diverse learning habits in our students:

- Learning to know** – mastering learning tools rather than acquisition of structured knowledge
- Learning to do** – equipping people for the types of work needed now and in the future including innovation and adaptation of learning to future work environments
- Learning to live together, and with others** – peacefully resolving conflict, discovering other people and their cultures, fostering community capability, individual competence and capacity, economic resilience, and social inclusion
- Learning to be** – education contributing to a person's complete development: mind and body, intelligence, sensitivity, aesthetic appreciation, and spirituality

MSA-5 aims to instill creativity, initiative and responsiveness in our students, thereby enabling them to show adaptability in post-industrial society through enhancing skills to manage uncertainty, communicate across and within cultures, sub-cultures, families and communities, and negotiate conflicts.

INSTRUCTIONAL DESIGN COMPONENTS: INNOVATION (INTRINSICALLY DRIVEN AND SELF-MOTIVATED)

⁷ Delors, J. (1996) Learning: The treasure within Report to UNESCO of the International Commission on Education for the Twenty-first Century, UNESCO

Data-Driven Instruction

MSA-5 teachers and students use data to make informed decisions. Teachers receive regular professional development and coaching about positive academic intervention, teaching strategies for all learners, and differentiated instruction. Academic, informal and formal information is taken from the following areas: MAP diagnostic data, SBAC Interim formative and summative data, student survey, and Grade Point Averages. Digital, mastery-based core academic content also permits data-driven intervention by local teachers, coaches, and EL and remediation specialists.

The online curriculum and real time assessments allow continuous and individualized pacing as well as flexibility in the number of courses students are offered. Our system generates reports that show profiles of content and skills that students are learning and tracks their progress. This system is combined with diagnostic MAP assessments provide the data necessary to build personalized, realistic, and productive learning plans on a weekly basis for every Magnolia student. Up-to-date and actionable information is an essential part of the integrated academic and social foundation of the school's culture and is requisite to adequate support for students' learning (Blum, 2004).

Research shows that low-performing students benefit from personalized learning plans that address their specific area(s) of deficiency (Archambault, Diamond, Brown, Cavanaugh, & Coffey, 2010; Black, Harrison, Marshall, & Wiliam, 2004; Blum, 2004; Clarke, 2003; Legters, Balfanz, & McPartland, 2002; Watson & Gemin, 2008).

Periodic Benchmark Tests

MSA-5 uses NWEA's computer-adapted tests, called MAP, to evaluate student learning and to differentiate instruction to meet student needs. These campus-wide tests are used to measure individual levels of student performance reflected in CCSS. They also measure various skills, such as analytic ability, critical thinking, and synthesis. While the MAP testing is not used as a basis for student promotion, it does provide a valuable resource to identify students in need of remediation and intervention.

MAP is administered in the fall and spring of every academic year in Reading, Language Usage, Mathematics and Science. With a large norm reference group (more than 2 million), MAP reports provide highly accurate feedback as how students are performing. The assessments adapt to the student's ability, accurately measuring what a child knows and needs to learn. MAP measures academic growth over time, independent of grade level or age. MAP test results are also used to identify the skills and concepts individual students have learned, diagnose instructional needs, monitor academic growth over time, make data-driven decisions, and place new students into appropriate courses.

After-School Tutoring

MSA-5 offers free after-school tutoring to all students. Our tutoring program provides students with a safe, small-group environment in which they can receive personalized attention from their teachers, as well as access the resources needed for successfully completing their assignments. Individual and small group tutoring as well as homework clubs are available. Students identified as low achieving attend intensive obligatory after school programs tailored towards each student's needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject's content standards. Low achieving students' progress is quantitatively measured through NWEA MAPs, Accelerated Reader, and Accelerated Math tests with the goal of attaining at least one year's academic progress within the school year.

MSA-5 After School Program Structure

Students in need of English Language Development (“ELD”) support	→ ELD tutoring:	Computer-aided grammar, vocabulary, reading, writing, listening and speaking
Students in need of core class support	→ Tutoring program for core classes:	Mathematics, Science, English-Language Arts and History-Social Science
All students	→ After-school clubs:	Advanced Math, Science Olympiad/Cool Science, Computer, FIRST Lego League, Robotics, Yearbook, World Languages, Sports, Student Council, Arts and Crafts, Homework, etc.

Students demonstrating adequate improvement can advance to a satisfactory level where they are provided moderate tutoring sessions and various fun opportunities, such as recreational clubs, and community trips. For those under-achieving students who do not positively respond to this teaching method, the homeroom teachers may decide to include them in different recreational activities to promote students’ interest in learning.

College Pathways Program

MSA-5 upholds the belief that college is attainable through academic success and persistence. The MSA-5 College Pathways program provides students with the emotional and instrumental support students need to graduate college and career ready. By providing timely information and guiding students through the college application process, College Advisors play an integral role in nurturing students’ college aspirations, supporting college preparation activities, finding best-fit colleges, universities and career programs, and advising students on how to make successful transitions from high school to their colleges of choice.

A distinguishing feature of the College Pathways program is the active participation of our students in the development and design of their future academic pathways. Our advisors work individually with parents and students on a Four- Year Plan that outlines graduation requirements, tracks extracurricular and volunteer activities, and builds students’ resumes in order to support them in the college application process. Special programming is offered to students to develop interests and build on skills needed for credentialing and certification for specific trades.

To enrich college-going activities, College Advisors and students regularly visit college campuses, research requirements, and explore financial aid and scholarship options. College advising teams work together to track UC/CSU A-G requirement completion, credits completed towards graduation, scholarship eligibility, scholarship applications, Personal Statements, progress towards college application submission, and more.

Additionally, MSA-5 is invested in monitoring the postsecondary pathways of its graduates including the transfer, persistence, and completion trends across the spectrum of institutions including 4-year universities, 2-year colleges, trade/technical schools, and the military. Our alumni network is strong with

students returning as tutors, mentors and contributors to our rich learning environment. By serving students as a tangible resource, the college mentorship program is able to greatly increase positive outcomes for its students.

COMMUNITY (SOCIALLY RESPONSIBLE GLOBAL CITIZENS)

MSA-5 believes that all change begins through partnerships between the home and school community. In our attempt to teach our students the values of community engagement, citizenship, and global awareness, we hope to engrain and cultivate a love for community, an understanding of the importance of our societal contributions, and a greater awareness of self, relative to the global community. In doing this, we affect change through our actions and interactions. We are a family and we are committed to the growth and development our students and the communities in which they live, in order to enrich the global society.

Community Service

MSA-5 students engage in community service to develop and demonstrate crucial life skills. This helps students gain “real life” experience and develop responsibility, caring and respect for others. Students are required to earn 40 hours (or the equivalent of 10 hours per each year of enrollment) of community service for an advanced or honors diploma. Students may begin to earn these hours once they complete their 8th grade year.

Life Skills Program

Life Skills is an enrichment program that provides students with valuable skills to support academic excellence and social skill development, and includes topics on social and emotional learning, study skills, environmental issues, conflict resolution, making responsible choices, self-discipline, college and career awareness and character education. Students participate in activities/projects to demonstrate their understanding of the values/lessons. Guest speakers and various forms of technology also engage students in the course content. Life Skills themes are integrated into broader school-wide activities including assemblies, field trips, displays, announcements, and into the general curriculum. Parents are regularly informed about the Life Skills topics to support our effort to inspire positive principles of conduct in future leaders. The program also enables all students, including our most “at-risk” students, to have a vision and be more specific on their goals to be successful at school and during their life.

Instructional Field Trips and Guest Speakers for Motivation

Instructional field trips are intended to allow students to gain insight, information, or knowledge that cannot be adequately developed through regular classroom instruction. Instructional field trips, therefore, are an integral part of the curriculum and are as essential to the instructional process as textbooks, equipment, and other instructional devices and teaching/learning strategies. Since not all children learn in the same way, instructional field trips allow students the opportunity to expand their intelligence in ways different from those typically available inside the classroom.

Visiting a research laboratory (e.g., Jet Propulsion Lab), a university campus (e.g., UCLA, USC, Caltech, UCI, and CSU-Long Beach), and meeting with scientists during these instructional field trips or through guest speakers on campus motivates our students. Especially when some of these guest speakers or people they meet during instructional field trips share the same culture with students, students find new role models. While most instructional field trips are directly related to specific, academic curricula, they also may address the need for intra- and inter- personal growth in children, and thus may be

designed to promote social and emotional development and to provide for the development of the "whole" child.

Home Visits

Research has shown that one of the keys to successful teaching and schooling is creating personal connections with students inside and outside of school. Knowing the students' outside interests, families, and home routines, and then using this information to connect in meaningful, individualized ways can have huge rewards in helping to create happier, healthier, and smarter kids. Recognizing these facts, MSA-5 uses home visits as one of the important features of its education program to not only improve student and school performance, but also to identify and intervene early with low-achieving students.

MSA-5 teachers visit students at their homes to enhance student learning and involvement. Family visits offer invaluable insights about students. They can provide new understanding about students' learning styles. Visits might also reveal the emotional and social needs and behaviors of students. It is helpful to know if they react to problems with tears, anger, or withdrawal, and how they socialize with peers. Through family visits, teachers can identify students' latest interests or concerns, such as a new hobby, an upcoming trip, or a change in the family.

CURRICULUM AND INSTRUCTION

All curricula at MSA-5 is based on the California state standards, including but not limited to the Common Core State Standards, and the Next Generation Science Standards (NGSS). Teachers use the state-published Frameworks for Instructional Design in developing curriculum pacing and lesson plans.

In grades 6 through 8, students are required to take core classes in Mathematics, Science, English-Language Arts and History-Social Science. In addition, our comprehensive education program includes: electives in Math and ELA (for additional support or challenge), Languages Other than English, Visual and Performing Arts, Physical Education, Computers and Technology, Sustained Silent Reading ("SSR"), and other electives. MSA-5 offers all students one period of Life Skills per week.

All students who are English Learners receive both integrated and designated English Language Development through a state approved curriculum and the California English Language Development Standards. The program and curriculum for our school's English Learners is described in detail in the sections below.

MIDDLE SCHOOL CURRICULUM

Mathematics

The math curriculum at Magnolia is based on the *California Common Core State Standards: Mathematics* and reflects the importance of focus, coherence, and rigor as the guiding principles for mathematics instruction and learning. These standards will be fully implemented and assessed as a commitment to providing a world-class education for all students that supports college and career readiness and the knowledge and skills necessary to fully participate in the twenty-first-century global economy.

The CCSS call for learning mathematical content in the context of real-world situations, using mathematics to solve problems, and developing "habits of mind" that foster mastery of mathematics

content as well as mathematical understanding. The CCSS in Math for kindergarten through grade 8 prepare students for higher mathematics. The standards for higher mathematics reflect the knowledge and skills that are necessary to prepare students for college and careers and productive citizenship.

Math instruction at MSA-5 focuses deeply on the concepts that are emphasized in the standards so that students can gain strong foundational conceptual understanding, a high degree of procedural skill and fluency, and the ability to apply the mathematics they know to solve problems inside and outside the mathematics classroom. Coherence is provided through mathematical connections. Some of the connections in the standards knit topics together at a single grade level. Most connections are vertical, as the standards support a progression of increasing knowledge, skill, and sophistication across the grades. Teachers approach conceptual understanding, procedural skill and fluency, and application with equal intensity, providing instruction with rigor and relevance. In short, the math instruction at MPS meets the challenges of the twenty-first century through innovation.

MSA-5 offers an integrated math pathway of courses, aligned with new CCSS Math standards and “best practices” in math learning and instruction.⁸ In determining the mathematics course placement for entering students, the Charter School systematically takes multiple objective academic measures of student performance into consideration, including:

- Statewide mathematics assessments, including interim and summative assessments through the CAASPP;
- Placement tests that are aligned to state-adopted content standards in mathematics;
- Recommendation, if available, of each student’s prior year mathematics teacher based on classroom assignment and grades;
- Recommendation, if any, of each student’s current grade mathematics teacher based on classroom assignments and grades provided at the beginning of the school year;
- Final grade in mathematics on the student’s official, end of the year grade report card;
- Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year.

In Accelerated Pathway 1, grades 7, 8, and 9 are compacted into grades 7 and 8 (a 3:2 compaction). In Accelerated Pathway 2, grades 6, 7, 8, and 9 are compacted into grades 6 and 7 (a 4:2 compaction). Math 8 is bridged between grades 6 and 7 with the option of a summer math bridge course.

Pathway	Grade 6	Grade 7	Grade 8
Regular Pathway	Math 6	Math 7	Math 8
Accelerated Pathway 1	Math 6	Accelerated Math 7/8	Integrated Math I
Accelerated Pathway 2	Accelerated Math 6/7	Integrated Math I	Integrated Math II

⁸ Depending on students’ math backgrounds and surrounding schools’ pathways, MPS may elect to follow the traditional mathematics pathway over the integrated mathematics pathway where Algebra I, Geometry, Algebra II, and Pre-calculus courses replace Integrated Math I, II, III, and IV courses.

In some cases, entering sixth graders may be capable of beginning high school Integrated Math I (or Algebra I) and MPS is eager to accommodate these gifted students.

MATHEMATICS	
MATH 6 (Core, College preparatory)	MATH 7 (Core, College preparatory)
In Grade 6, instructional time will focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.	In Grade 7, instructional time will focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.
MATH 8 (Core, College preparatory)	ACCELERATED MATH 6/7 (Core, College preparatory)
In Grade 8, instructional time will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.	This course compacts 6 th and 7 th grade standards and it contains content from 8 th grade. While coherence is retained, in that it logically builds from the 6 th grade, the additional content when compared to the non-accelerated course demands a faster pace for instruction and learning. Content is organized into four critical areas, or units. The Mathematical Practice Standards apply throughout each course and, together with the CCSS, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations.
ACCELERATED MATH 7/8 (Core, College preparatory)	INTEGRATED MATHEMATICS I (Core, College preparatory)
This course differs from the non-accelerated 7 th grade course in that it contains content from 8 th grade. While coherence is retained, in that it logically builds from the 6 th grade, the additional content when compared to the non-accelerated course demands a faster pace for instruction and learning. Content is organized into four critical areas, or units. The Mathematical Practice Standards apply throughout each course and, together with the CCSS, prescribe that students experience mathematics as a coherent, useful,	The fundamental purpose of Mathematics I is to formalize and extend the mathematics that students learned in the middle school grades. The critical areas, organized into units, deepen and extend understanding of linear relationships, in part by contrasting them with exponential phenomena, and in part by applying linear models to data that exhibit a linear trend. Mathematics I uses properties and theorems involving congruent figures to deepen and extend understanding of geometric knowledge from prior grades. The final unit in the course ties together the algebraic and

and logical subject that makes use of their ability to make sense of problem situations.	geometric ideas studied. The Mathematical Practice Standards apply throughout each course and, together with the content standards, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations. The critical areas, organized into six units are as follows: 1) Relationships Between Quantities; 2) Linear and Exponential Relationships; 3) Reasoning with Equations; 4) Descriptive Statistics; 5) Congruence, Proof, and Constructions; 6) Connecting Algebra and Geometry through Coordinates.
INTEGRATED MATHEMATICS II (Core, College preparatory)	
The focus of Mathematics II is on quadratic expressions, equations, and functions; comparing their characteristics and behavior to those of linear and exponential relationships from Mathematics I as organized into 6 critical areas, or units. The need for extending the set of rational numbers arises and real and complex numbers are introduced so that all quadratic equations can be solved. The link between probability and data is explored through conditional probability and counting methods, including their use in making and evaluating decisions. The study of similarity leads to an understanding of right triangle trigonometry and connects to quadratics through Pythagorean relationships. Circles, with their quadratic algebraic representations, round out the course. The Mathematical Practice Standards apply throughout each course and, together with the content standards, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations. The critical areas, organized into six units are as follows: 1) Extending the Number System; 2) Quadratic Functions and Modeling; 3) Expressions and Equations; 4) Applications of Probability; 5) Similarity, Right Triangle Trigonometry, and Proof; 6) Circles With and Without Coordinates.	

See additional course descriptions in the section below on High School Mathematics.

Science

The Charter School's curriculum is based on the state framework and state standards following Next Generation Science Standards. Students at MSA-5 explore NGSS-aligned Disciplinary Core Ideas ("DCI") in Physical Sciences, Life Sciences, Earth and Space Sciences, and Engineering, Technology, and Applications of Science in the cross-curricular units and programs. Within each domain, the framework describes how a small set of disciplinary core ideas has been developed. Each core idea is then broken into three or four component ideas that provide more organizational development of the core idea.

The science program at MSA-5 use hands-on science curriculum that is formulated using inquiry-based research topics. From the earliest grades, students experience science in a form that engages them in the active construction of ideas and explanations that enhance their opportunities to develop the abilities of doing science. The middle school curriculum will ensure that science is integrated into the lessons and activities.

Inquiry and exploration are the basis of each curriculum unit in science classes. Key questions are given to students and the emphasis is on the process and the questions to be asked, rather than focusing on a finite answer or "drill and kill" activities. Students build on their understanding of science concepts,

learn to apply the scientific method, and use technology in laboratory explorations and experimentation. In the process, depth over breadth is emphasized and students become self-reliant, independent problem-solvers. We employ an integrated science curriculum, in accordance with the Next Generation Science Standards. Courses are designed to focus on development of a “scientific mind” through student use of scientific strategies. This process takes place within each unit of study via the students hypothesizing, researching, experimenting, observing and inferring.

SCIENCE	
INTEGRATED SCIENCE 6 (Core, College preparatory)	INTEGRATED SCIENCE 7 (Core, College preparatory)
<p>The major units of study for all grade six middle school students are:</p> <ul style="list-style-type: none"> ▪ Unit 1: Exploring Earth ▪ Unit 2: Exploring Life ▪ Unit 3: Understanding Matter ▪ Unit 4: Understanding Energy <p>This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.</p> <ul style="list-style-type: none"> ▪ 	<p>The major units of study for all grade seven middle school students are:</p> <ol style="list-style-type: none"> 1. Unit 1: Motion and Energy 2. Unit 2: Interactions of Matter 3. Unit 3: Understanding the Universe 4. Unit 4: Earth and Geological Changes 5. Unit 5: Exploring Ecology 6. Unit 6: Heredity and Human Body Systems <p>This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.</p> <ul style="list-style-type: none"> ▪
INTEGRATED SCIENCE 8 (Core, Non-college preparatory)	
<p>The major units of study for all grade eight middle school students are:</p> <ul style="list-style-type: none"> ▪ Unit 1: Biodiversity and Human Impacts ▪ Unit 2: History of the Earth ▪ Unit 3: Ecosystems, Molecules to Organisms ▪ Unit 4: Ecosystems continued, Biological Evolution: Unity and Diversity <p>This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.</p> <ul style="list-style-type: none"> ▪ 	

Students at MSA-5 also have off campus field trip experiences and meet with professionals in STEAM areas during these field trips or through guest speakers on campus. These experiences deepen and enhance classroom study, and enhance students’ vision of science.

Partnership with Mount Wilson Observatory

With the Mount Wilson Observatory Institute and the Carnegie Observatories, MSA-5 has piloted the first field trips for 5-12th grades students in the history of the century old Mount Wilson Observatory. MPS’ collaboration with the Mount Wilson Observatory will put our students, most of whom who have never been ten miles from their homes, on the top of the world. Located on Mount Wilson, a 1,740-metre (5,710-foot) peak in the San Gabriel Mountains less than an hour’s drive from our neighborhood, the observatory contains two historically important telescopes: the 100-inch (2.5 m) Hooker telescope,

which was the largest aperture telescope in the world from its completion in 1917 to 1949, and the 60-inch (1.5 m) Hale telescope which was the largest telescope in the world when it was completed in 1908. It also contains the Snow solar telescope completed in 1905, the 18-meter solar tower completed in 1908, the 46-meter solar tower completed in 1912, and the CHARA array, built by Georgia State University, which became fully operational in 2004 and was the largest optical interferometer in the world at its completion. The increasing light pollution due to the growth of greater Los Angeles has limited the ability of the observatory to engage in deep space astronomy, but it remains a productive center, with the CHARA Array continuing important stellar research.

Starting in 2015-16, MSA-5 became the first K-12 educational organization to have access to this underutilized local resource. Our collaboration will include scientific explorations, which will translate to an opportunity for our students to serve as docents for other students as we jointly develop a field trip program tightly aligned to the daily instruction and curriculum in schools throughout Los Angeles. Examples of NGSS aligned piloted lessons include “The Scale of Space” and “Spectroscopy: Science through Rainbows.” Our students will sleep over under the dome of the telescope where Edwin Hubble, Milton Humason, Fritz Zwicky, Walter Baade and George Ellery Hale conducted research and discovery, replicating those experiments on the very same equipment. Students will participate first hand in the evolution of technology and how science and innovation have changed our world. They will see themselves as integral to the future of science and dig deeply into the Next Generation Science Standards with their entire imaginations. Our students will bond with the scientists from around the world collecting data for their research using the Mount Wilson equipment, blogging about the experiments as part of a globally connected learning community. The scientists will work with our students as part of a residency program by incorporating online learning and ongoing collaboration with the classroom teacher to get first-hand experience with professionals in the field. From earth science to chemistry, to physics and beyond, Mount Wilson becomes the great outdoor classroom to light our urban students’ dreams.

Our goal is to ensure that these new programs become available to all schools in Los Angeles County as our service to the greater good of excellent, inspiring science instruction in public education. We take seriously our commitment to encourage the use of different and innovative teaching methods and to Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.

English Language Arts

English Language Arts curriculum is literature-based and emphasizes skills and knowledge students need as readers, writers, speakers and listeners in the 21st century. Conventions of writing are emphasized in daily written homework and lab assignments. Students taking advanced world language will also be encouraged to study works written in that language, e.g., Spanish. The curriculum incorporates a period of Sustained Silent Reading as part of the daily curriculum. Accelerated Reader by Renaissance Learning is utilized to personalize reading practice to each student’s current level, maximizing its effectiveness.

MSA-5 also is using the online/blended learning Study Sync program, an intentional, connected literacy program that integrates reading, writing, and review into a comprehensive, standards-aligned platform, designed to advance critical thinking, reading, writing, language, speaking and listening skills, and address critical language standards. Study Sync's curriculum ensures rigorous, focused core ELA/ELD instruction and standards-based assessment, which draws students into texts and informational content with dramatic, movie-like previews, award-winning Study Sync® TV episodes modeling appropriate student discussion and collaboration, SkillsTV videos exploring literacy concepts with relatable student

narrators, and social media-like current events Blasts discussions. By integrating technology experiences that students crave, students gain knowledge and skills in ways that relate to their world. Learning supports are embedded throughout for all levels of learners, including reluctant and advanced readers, and EL students, with scaffolding based on students' reading abilities with customizable writing prompts, rubrics, and assessments.

The middle school reading curriculum is integrated into all content areas. Students' progress through a literature-based and CCSS-based reading and curriculum emphasizing balanced literary practices. The curriculum begins with basic phonics skills, such as phonemic awareness, rhyming, blending and decoding words to sounding out unfamiliar words, discovering words and meaning from context, and recognition of irregularly spelled words for our EL students. The curriculum increases in levels to meet the needs of all students. Fluent reading and strong comprehension skills are the focus of the Charter School's curriculum. Teachers emphasize close reading and informational text.

Writing serves as an important vehicle for learning, and MSA-5 students are given writing assignments frequently to reinforce learning and enhancing understanding. We believe that students must be able to express themselves clearly through writing in every subject. As the common core writing standards phrase it, "For students, writing is a key means of asserting and defending claims, showing what they know about a subject, and conveying what they have experienced, imagined, thought, and felt." (http://www.corestandards.org/assets/CCSSI_ELA%20Standards.pdf)

The middle school writing curriculum is integrated into all content areas. This includes literature and science-based readings with emphasis on six traits of writing: voice, sentence fluency, organization, ideas, word choice, and conventions. Students practice various forms of writing, including personal narrative, exposition, letters, newspaper reporting, plays, poetry, short stories, biographies, directions, formal scientific reporting, scientific observation, realistic and fantasy stories. The principles and applications of correct grammar are incorporated into writing exercises.

ENGLISH LANGUAGE ARTS	
ENGLISH LANGUAGE ARTS 6 (Core, College preparatory)	ENGLISH LANGUAGE ARTS 7 (Core, College preparatory)
Students in sixth grade focus on active engagement with text. They are required to analyze, identify, define, explain, integrate, evaluate, compare, contrast, and cite supportive evidence—developing and building upon those skills that were required in fifth grade. Deeper analysis of literature and informational text continues to be the focus of sixth-grade instruction, although reading fluently and accurately remains a CCSS-based goal for all students. Students' understanding of the precise meaning of words, English instruction is critical language conventions, structural features of informational text and materials, and to developing fundamental elements of literature all support greater comprehension of what they read, students' literacy and see, and hear.	In seventh grade, the English language arts CCSS establish a higher level of communication skills and comprehension strategies. Students demonstrate a growing understanding by connecting ideas and information in two or more texts and analyzing and evaluating textual evidence more carefully. Their writing reflects both a deeper understanding of texts and the interrelationship between reading and writing as they draw evidence to support their claims and convey concepts and ideas. Seventh-grade students build on their communication and collaboration skills from earlier grades. As they engage in collaborative discussions, they are able to acknowledge and analyze new information and, when appropriate, modify their own view based on the new information. Students continue to acquire and use general academic language

	and domain-specific vocabulary. They also learn to use precise and concise language to express themselves in their speaking and writing.
ENGLISH LANGUAGE ARTS 8 (Core, College preparatory)	
<p>In preparation for high school and beyond, students in eighth grade must have a firm grasp of skills to be a literate person in the twenty-first century. They read and respond to significant works of literature and examine how modern works of fiction draw on traditional themes and characters. Given informational text, students read critically the arguments and specific claims in a text, assessing whether the author’s evidence is reasoned and sufficient in addressing conflicting evidence and viewpoints. Students, working on their own and with others, produce clear and coherent texts appropriate to the task, purpose, and audience. Students connect their reading to their writing by drawing evidence from literary and informational texts when writing analyses or short research projects. Eighth-grade students build on the communication and collaboration skills from earlier grades. As they engage in collaborative discussions, they probe and reflect on discussion topics and are able to justify their own views in light of evidence presented by others. Students continue to acquire and accurately use general academic language and domain-specific vocabulary. They recognize when it is important to know the precise meaning of a word in order to comprehend a text and call upon a range of strategies to determine word meanings.</p>	

Sustained Silent Reading Program

In grades 6 through 8, all students participate in Sustained Silent Reading for 25 minutes a day, every day.

SUSTAINED SILENT READING (SSR) PROGRAM
SUSTAINED SILENT READING (SSR) PROGRAM (Non-core, Non-college preparatory)
<p>MSA-5 utilizes MyOn reader, a personalized, online literacy program that helps teachers manage and monitor a student’s independent reading practice. myON is used as a reading intervention, as it generates book recommendations within each learner’s target Lexile ranges. Accommodations such as audio narration to model reading fluency, highlighting text, and the use of embedded dictionaries, allow learners to develop academic vocabulary and reading fluency. Teachers have access to data related to Lexile levels which informs their teaching and supports differentiation. Once completed, the student is administered an online assessment which informs the teachers of the student’s progress. If a student continues to struggle while reading at his or her level, additional interventions are implemented. All teachers use assessment results to inform Response to Intervention (“RTI”) strategies.</p>

History/Social Science

The History/Social Science curriculum is aligned with the state framework and offers students grounding in local, California, and United States history and an understanding of the development and operation of the three levels of government. The curriculum also introduces world history through literature, culture, arts and current events. The social science curriculum focuses on inquiry-based questions to explore topics using research and critical thinking skills. Students use and evaluate primary sources, historical documents, and the Internet to responsibly and critically access information.

History/Social Science courses at MSA-5 use inquiry-based research topics involving real-world problems, with a focus on local current events, history and culture. In accordance with the National

Council for the Social Studies,⁹ social studies courses aim to prepare students to identify, understand, and work to solve the challenges facing our diverse nation in an increasingly interdependent world. Education for citizenship should help students acquire and learn to use the skills, knowledge, and attitudes that will prepare them to be competent and responsible citizens throughout their lives. Competent and responsible citizens are informed and thoughtful, participate in their communities, are involved politically, and exhibit moral and civic virtues.

HISTORY/SOCIAL SCIENCE	
HISTORY/SOCIAL SCIENCE 6 (Core, College preparatory)	HISTORY/SOCIAL SCIENCE 7 (Core, College preparatory)
Students in sixth-grade world history and geography classrooms learn about the lives of the earliest humans, the development of tools, the gathering way of life, agriculture, and the emergence of civilizations in Mesopotamia, Egypt, the Indus River valley, China, and the Mediterranean basin. With the guidance of their teachers, students review the geography of the ancient and contemporary worlds and recognize that these civilizations were not static societies but continually experienced change. In addition to developing basic geography skills, students are introduced to patterns, systems, and processes of physical and human geography. In studying this earliest history of humankind, students will have the opportunity to explore different kinds of source documents, such as the Hebrew Bible, Mesopotamian laws, the Homeric epics, Greek drama, the Bhagavad Gita, the Analects of Confucianism, the New Testament, and a range of visual images.	The medieval period provides students with opportunities to study the rise and fall of empires, the diffusion of religions and languages, and significant movements of people, ideas, and products. Students trace the development of medieval civilizations and make connections with regional and present day world maps. Students identify several major changes that took place during medieval and early modern times. Students explore change in every inhabited part of the world during this period using source documents and evidence from archaeology. Students can use the knowledge they gain in this course to create a school project that promotes understanding of diverse cultures.
HISTORY/SOCIAL SCIENCE 8 (Core, College preparatory)	
The eighth-grade course of study begins with an intensive review of the major ideas, issues, and events preceding the founding of the nation. Students concentrate on the critical events of the period—from the framing of the Constitution to the American Industrial Revolution. In their study of this era, students view American history through the lens of a people who were trying—and are still trying—to make the words of the Declaration of Independence true. Students will confront themes of equality and liberty and their changing definition over time. This course also explores the geography of place, movement, and region, starting with the thirteen colonies and then continuing with American westward expansion, and economic development, including the shift to an industrial economy.	

Intervention Courses

⁹ Source: <http://www.ncss.or/positions/powerful>

Students in need of extra support may be assigned Power English and/or Power Math courses for extra assistance.

INTERVENTION	
POWER ENGLISH (Non-core, Non-college preparatory)	POWER MATH (Non-core, Non-college preparatory)
This ELA course is designed to enhance the student's knowledge of prerequisite skills that are needed to access the grade level ELA course. Power English is an intervention course, which provides an individualized curriculum for each student, to close the identified skill gaps. Once skill gaps are almost closed, these students will receive targeted practice on essential academic content.	This math course is designed to enhance the student's knowledge of prerequisite skills that are needed to access the grade level mathematics course. Power Math is an intervention course, which provides an individualized curriculum for each student, to close the identified skill gaps. Once skill gaps are almost closed, these students will receive targeted practice on essential academic content.

Language Other Than English

In grades 6 through 8, students are offered languages other than English as elective courses depending on student needs/demands and availability of teachers and resources.

LANGUAGE OTHER THAN ENGLISH	
SPANISH (Non-core, College preparatory)	WORLD LANGUAGE (Non-core, College preparatory)
This series of courses is designed to teach students about the language and culture of the Spanish and Latin American people. Beginning Spanish (6 th grade) emphasizes communication, basic grammar and syntax, and simple vocabulary so that students can read, write, speak, and comprehend on a basic level. Intermediate Spanish (7 th grade) enables students to expand upon what they have learned, increasing their skills and depth of knowledge. Advanced Spanish (8 th grades) enables students to grow their skills and depth of knowledge further. All three levels of Spanish teach students to appreciate the Spanish and Latin American cultures by acquainting students with art, literature, customs, and history of the Spanish-speaking people. The Spanish classes use the Realidades series of textbooks. The instruction for this series of courses is guided by the National Standards for Learning Languages, which are aligned with the CCSS.	This series of courses is designed to teach students about the world language and culture of the people where the world language is spoken. The World Language courses can include: Korean or Turkish. Beginning World Language (6 th grade) course emphasizes communication, basic grammar and syntax, and simple vocabulary so that students can read, write, speak, and comprehend on a basic level. Intermediate World Language (7 th grade) enables students to expand upon what they have learned, increasing their skills and depth of knowledge. Advanced World Language (8 th grades) enables students to grow their skills and depth of knowledge further. All three levels of the world language teach students to appreciate the world culture by acquainting students with art, literature, customs, and history of the people who speak the world language. The instruction for this series of courses is guided by the National Standards for Learning Languages, which are aligned with the CCSS.

Visual & Performing Arts

In grades 6 through 8, students are offered Visual & Performing Arts courses as electives.

VISUAL & PERFORMING ARTS
FUNDAMENTALS OF ART (Non-core, Non-college preparatory)
<p>This is a basic course in the fundamentals of art expression. The California Visual and Performing Arts Standards guide the instruction for this course. In this course students perceive and respond to works of art, objects in nature, events, and the environment. They also use the vocabulary of the visual arts to express their observations. Students apply artistic processes and skills, using a variety of media to communicate meaning and intent in original works of art. They analyze the role and development of the visual arts in past and present cultures throughout the world, noting human diversity as it relates to the visual arts and artists. Students analyze, assess, and derive meaning from works of art, including their own, according to the elements of art, the principles of design, and aesthetic qualities. Students also apply what they learn in the visual arts across subject areas. They develop competencies and creative skills in problem solving, communication, and management of time and resources that contribute to lifelong learning and career skills. They also learn about careers in and related to the visual arts.</p>

Health and Physical Education

In grades 6 through 8, students are offered Health and Physical Education courses as electives.

HEALTH AND PHYSICAL EDUCATION
HEALTH AND PHYSICAL EDUCATION (Non-core, Non-college preparatory)
<p>Courses offered in the Health and Physical Education department are designed to help the students' develop psychomotor skills such as fundamental movement patterns, sports skills, and the five components of physical fitness. In addition, students' will develop a positive self-image and the ability to work with other classmates. The curriculum includes sports such as basketball, volleyball, football, soccer, track and field, softball, cooperative/teamwork games, mile run/mile and a half run, anaerobic activities, warm-up (Jogging or J.J.), stretching, push-ups, abdominal exercises, jump-rope, fun trust/games.</p> <p>The Health and Physical Education program consists of students in grades six through eight. Students will participate in skill building activities, introduction to sports and activities, and physical activities that link to the exploration of culture and history. The goal is to develop a lifelong program of activity to develop and maintain healthy habits and wellness. These courses are based on the Health and Physical Education Model Content Standards for California Public Schools.</p>

Life Skills Program

In grades 6 through 8, students are offered Life Skills courses for one hour a week.

LIFE SKILLS
LIFE SKILLS (Non-core, Non-college preparatory)
<p>MSA-5 uses the "Second Step" program in middle school grades. Second Step is a classroom-based social skills program developed by the Committee for Children for students in preschool through junior high (ages 4–14 years), with a distinct curriculum for each grade. It is designed to reduce impulsive, high-risk, and aggressive behaviors and increase children's social competence and other protective factors.</p> <p>This program contains units on Life Skills, Study Skills, Test Taking Skills, Drug Prevention, Environmental Issues, Career Awareness, and Character Development. Each middle school grade students attends Life Skills one period per week. Life Skills themes are integrated into broader school</p>

wide activities including assemblies, field trips, displays, announcements, and the general curriculum. Parents are informed about the topic of the week to cultivate their involvement and support at home.

Computers & Technology

MSA-5 implements computer literacy and computer science programs. In grades 6 through 8, students are offered Computers & Technology courses as elective.

COMPUTERS & TECHNOLOGY

COMPUTER SCIENCE & TECHNOLOGY (Non-core, Non-college preparatory)

The majority of our 6th grade students enter with almost no technology skills. As they progress into 8th grade and high school, they gain autonomy in choosing and advancing in the right tools for their projects. The 8th grade curriculum briefly introduces the topics that are taught at high school level through entry-level projects. Progression is individualized to address all students needs based on ability.

In conjunction with the Computer Technology instruction, MSA-5 implements a Computer Science curriculum, which complies with Computer Science Teachers Association's ("CSTA") 'Standards for K-12 Computer Science Education.' These standards constitute a framework with three levels:

Recommended Grade Level

- K-5
- 6-8 Level 2 - Computer Science and Community
- 9-12 Level 3 - Computer Science in the Modern World
 Concepts and Practices
 Topics in Computer Science

Level 2 (Grades 6–9) Computer Science and Community: Middle school students begin using computational thinking as a problem-solving tool. They begin to appreciate the ubiquity of computing and the ways in which computer science facilitates communication and collaboration. Students begin to experience computational thinking as a means of addressing issues relevant, not just to them, but to the world around them. The learning experiences created from these standards are relevant to the students and should promote their perceptions of themselves as proactive and empowered problem solvers. They are designed with a focus on active learning and exploration and can be taught within explicit computer science courses or embedded in other curricular areas such as social science, language arts, mathematics, and science.

Level 3 (Grades 8–12) Applying concepts and creating real world solutions: Level 3 is divided into three discrete courses, each of which focuses on different facets of computer science as a discipline. Throughout these courses, students can master more advanced computer science concepts and apply those concepts to develop virtual and real-world artifacts. The learning experiences created from these standards will focus on the exploration of real-world problems and the application of computational thinking to the development of solutions. They are designed with a focus on collaborative learning, project management, and effective communication.

MSA-5 will offer accelerated tracks on Computer Science curriculum. For students who are ready for an accelerated program, MSA will offer the Advanced curriculum in middle school where topics in Level 3 are covered.

The following summarizes the Computer Science curriculum:

- Middle school curriculum aims to provide strong skills in computer literacy and fundamentals of computational thinking. Programming and Discrete Math topics are infused into the curriculum. Programming topics are more intense in the 6th and 7th grades.
- 8th grade curriculum serves a transition between middle school and high school, topics focus on the conceptual understanding of high school electives.
- High school curriculum is composed of elective courses and AP Computer Science course. MSA-5 may provide the following elective course packages:
 - Computer Literacy
 - Computer Programming
 - Robotics
 - Web Design
 - Digital Art
 - AP Computer Science A
 - AP Computer Science Principles

HIGH SCHOOL CURRICULUM

High school curriculum offers courses in core subjects of Mathematics, Science, English, and History/Social Science. In addition to the core subjects, and in accordance with UC/CSU A-G requirements, students are required to take two years of Physical Education, at least two years of Languages Other Than English (three years recommended), one year of Visual & Performing Arts, one year of Computers & Technology courses, and six semesters of electives for a standard diploma.

Mathematics

High school students are required to take at least three years of approved courses in Mathematics; four years are recommended. Students need to complete three years of math courses that include the topics covered in elementary and advanced algebra and two-and-three dimensional geometry before graduation. As described in the section above regarding Middle School Mathematics, in determining the mathematics course placement for entering students, the Charter School systematically takes multiple objective academic measures of student performance into consideration, including:

- Statewide mathematics assessments, including interim and summative assessments through the CAASPP;
- Placement tests that are aligned to state-adopted content standards in mathematics;
- Recommendation, if available, of each student's prior year mathematics teacher based on classroom assignment and grades;
- Recommendation, if any, of each student's current grade mathematics teacher based on classroom assignments and grades provided at the beginning of the school year;
- Final grade in mathematics on the student's official, end of the year grade report card;
- Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year.

Pathway	Grade 9	Grade 10	Grade 11	Grade 12
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Regular Pathway	Integrated Math I	Integrated Math II	Integrated Math III	Electives *
Accelerated Pathway 1	Integrated Math II	Integrated Math III	Electives *	Electives *
Accelerated Pathway 2	Integrated Math III	Electives *	Electives *	Electives *

* Electives in Mathematics include Integrated Math IV/Precalculus, AP Calculus AB, AP Calculus BC, and other math courses depending on student levels, needs/demands and availability of teachers and resources.

INTEGRATED MATHEMATICS I (Core, College preparatory)
The fundamental purpose of Mathematics I is to formalize and extend the mathematics that students learned in the middle school grades. The critical areas, organized into units, deepen and extend understanding of linear relationships, in part by contrasting them with exponential phenomena, and in part by applying linear models to data that exhibit a linear trend. Mathematics I uses properties and theorems involving congruent figures to deepen and extend understanding of geometric knowledge from prior grades. The final unit in the course ties together the algebraic and geometric ideas studied. The Mathematical Practice Standards apply throughout each course and, together with the content standards, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations. The critical areas, organized into six units are as follows: 1) Relationships Between Quantities; 2) Linear and Exponential Relationships; 3) Reasoning with Equations; 4) Descriptive Statistics; 5) Congruence, Proof, and Constructions; 6) Connecting Algebra and Geometry through Coordinates.
INTEGRATED MATHEMATICS II (Core, College preparatory)
The focus of Mathematics II is on quadratic expressions, equations, and functions; comparing their characteristics and behavior to those of linear and exponential relationships from Mathematics I as organized into 6 critical areas, or units. The need for extending the set of rational numbers arises and real and complex numbers are introduced so that all quadratic equations can be solved. The link between probability and data is explored through conditional probability and counting methods, including their use in making and evaluating decisions. The study of similarity leads to an understanding of right triangle trigonometry and connects to quadratics through Pythagorean relationships. Circles, with their quadratic algebraic representations, round out the course. The Mathematical Practice Standards apply throughout each course and, together with the content standards, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations. The critical areas, organized into six units are as follows: 1) Extending the Number System; 2) Quadratic Functions and Modeling; 3) Expressions and Equations; 4) Applications of Probability; 5) Similarity, Right Triangle Trigonometry, and Proof; 6) Circles With and Without Coordinates.
INTEGRATED MATHEMATICS III (Core, College preparatory)
It is in Mathematics III that students pull together and apply the accumulation of learning that they have from their previous courses, with content grouped into four critical areas, organized into units. They apply methods from probability and statistics to draw inferences and conclusions from data. Students expand their repertoire of functions to include polynomial, rational, and radical functions.

They expand their study of right triangle trigonometry to include general triangles. And, finally, students bring together all of their experience with functions and geometry to create models and solve contextual problems. The Mathematical Practice Standards apply throughout each course and, together with the content standards, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations. The critical areas, organized into four units are as follows: 1) Inferences and Conclusions from Data; 2) Polynomial, Rational, and Radical Relationships; 3) Trigonometry of General Triangles and Trigonometric Functions; 4) Mathematical Modeling.

INTEGRATED MATHEMATICS IV (Core, College preparatory)

This course prepares students for work in calculus. Topics include: coordinate geometry with analytical methods and proofs; equations and graphs of conic sections; rectangular and polar coordinates; parametric equations; vectors; the study of polynomial, logarithmic, exponential, and rational functions and their graphs; induction; limits and rate change; continuity; and problem analysis. The course unifies and emphasizes the structure of mathematics.

PRE-CALCULUS (Core, College preparatory)

In Precalculus, students extend their work with complex numbers begun in Mathematics III or Algebra II to see that the complex numbers can be represented in the Cartesian plane and that operations with complex numbers have a geometric interpretation. They connect their understanding of trigonometry and the geometry of the plane to express complex numbers in polar form. Students begin working with vectors. Students also work with matrices, their operations, and find inverse matrices. They see the connection between matrices and transformations of the plane. Students use matrices to represent and solve linear systems. Students extend their work with trigonometric functions, investigating the reciprocal functions secant, cosecant, and cotangent and their graphs and properties. They find inverse trigonometric functions by appropriately restricting the domains of the standard trigonometric functions and use them to solve problems that arise in modeling contexts. Students add ellipses and hyperbolas to their work. They also work with polar coordinates and curves defined parametrically and connect these to their other work with trigonometry and complex numbers. Finally, students work with more complicated rational functions, graphing them and determining zeros, y-intercepts, symmetry, asymptotes, intervals for which the function is increasing or decreasing, and maximum or minimum points.

AP STATISTICS (Core, College preparatory)

The AP Statistics course is equivalent to a one-semester, introductory, non-calculus-based college course in statistics. The course introduces students to the major concepts and tools for collecting, analyzing, and drawing conclusions from data. There are four themes in the AP Statistics course: exploring data, sampling and experimentation, anticipating patterns, and statistical inference. Students use technology, investigations, problem solving, and writing as they build conceptual understanding.

AP CALCULUS AB (Core, College preparatory)

AP Calculus AB is roughly equivalent to a first semester college calculus course devoted to topics in differential and integral calculus. The AP course covers topics in these areas, including concepts and skills of limits, derivatives, definite integrals, and the Fundamental Theorem of Calculus. The course teaches students to approach calculus concepts and problems when they are represented graphically, numerically, analytically, and verbally, and to make connections amongst

AP CALCULUS BC (Core, College preparatory)

AP Calculus BC is roughly equivalent to both first and second semester college calculus courses and extends the content learned in AB to different types of equations and introduces the topic of sequences and series. The AP course covers topics in differential and integral calculus, including concepts and skills of limits, derivatives, definite integrals, the Fundamental Theorem of Calculus, and series. The course teaches students to approach calculus concepts and problems when

these representations. Students learn how to use technology to help solve problems, experiment, interpret results, and support conclusions.	they are represented graphically, numerically, analytically, and verbally, and to make connections amongst these representations. Students learn how to use technology to help solve problems, experiment, interpret results, and support conclusions.
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Laboratory Science

Students are required to take at least two years of Science, two of which are laboratory courses chosen from Biology, Chemistry, and Physics; three years are recommended.

LABORATORY SCIENCE CORE COURSES	
PHYSICS A/B (Core, College preparatory)	BIOLOGY A/B (Core, College preparatory)
The first course in physics with mathematical reasoning not exceeding the level of trigonometry. The course uses the concept of vectors. Physics concepts usually include conservation laws, motion, gravity, optics, energy, kinetic theory, fields and interactions, and atomic structure. This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.	Biology is the study of all living things. Living things are characterized as having the ability to reproduce, grow, adjust and adapt. This includes plants, animals and microorganisms. This course is designed to enhance student's awareness on the essentials of biology and the underline disciplines that it covers: Cell Biology, Genetics, Evolution, Physiology, Investigation and Experimentation. Students will be able to understand the relationship between living and nonliving things and their effects on each other. Students will be able to actively carry out investigations and experiments through a series of lab experiments. This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.
CHEMISTRY A/B (Core, College preparatory)	
This introductory course covers the basic topics of chemical bonds, periodicity, kinetic molecular theory, kinetics, energies, dynamic equilibrium, conservation laws, atomic and molecular theory, and chemical systems. The course usually includes applications of chemical principles. This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.	

LABORATORY SCIENCE ELECTIVES	
AP ENVIRONMENTAL SCIENCE A/B (Core, College preparatory)	MARINE BIOLOGY A/B (Core, College preparatory)

<p>This course is to provide students with the scientific principles, concepts, and methodologies required to understand the interrelationships of the natural world, to identify and analyze environmental problems both natural and human-made, to evaluate the relative risks associated with these problems, and to examine alternative solutions for resolving and/or preventing them.</p>	<p>Marine Biology builds upon and extends biological concepts developed during earlier science courses. Students take an in-depth look at the physical, chemical, and geological characteristics of the world's oceans. They then investigate the structure, functions, behaviors, adaptations, and classification of a variety of plant and animals that live in the marine environment. Students learn how energy flows and matter cycles through the Earth's ocean system and they investigate the impact of humans on that system.</p>
<p>AP PHYSICS B A/B (Core, College preparatory)</p>	<p>AP BIOLOGY A/B (Core, College preparatory)</p>
<p>This course parallels a non-calculus college-level physics. The course is described in the AP Physics B syllabus. The instructor is expected to follow and complete the syllabus.</p>	<p>This course is typically taken after a year of high school biology and chemistry. The course parallels a college-level introductory biology course. The course is described in the AP Biology syllabus. The instructor is expected to follow and complete the syllabus.</p>
<p>AP CHEMISTRY A/B (Core, College preparatory)</p>	
<p>This course parallels a college-level chemistry course. AP Chemistry usually follows high school chemistry and second year algebra. The course is described in the AP Chemistry syllabus. The instructor is expected to follow and complete the syllabus.</p>	

English Language Arts

Students are required to take four years of approved courses in English.

ENGLISH	
<p>ENGLISH 9 A/B (Core, College preparatory)</p>	<p>ENGLISH 10 A/B (Core, College preparatory)</p>
<p>English 9 builds upon the students' prior knowledge of grammar, vocabulary, word usage, and mechanics of writing, and usually includes the four aspects of language use: reading, writing, speaking, and listening. Various genres of literature, including expository and informational materials, are introduced, with written compositions in a variety of genres, often linked to the reading selections.</p>	<p>English 10 offers students a balanced focus on composition and literature. Students learn to write persuasive, critical, and creative multi-paragraph thematic essays and compositions. The study of literature and other written material encompasses various genres as students improve their reading comprehension and develop the skills to determine the purposes and themes of authors and to recognize the techniques employed by authors to achieve their goals.</p>
<p>ENGLISH HONORS 9 A/B (Core, College Preparatory)</p>	
<p>The Honors English 9 course is designed for students who show a high level of proficiency in reading, writing, and literary analysis and is preparation for AP level coursework. Honors English students will improve their written and oral communication skills while strengthening their ability to understand and examine literature in a variety of genres including: essays, novels, short stories, speeches, and poetry. Students are challenged to read complex texts, craft multifaceted arguments that are supported by the literature, and apply the knowledge that they have learned in their writing.</p>	

<p>Students will strengthen their composition skills by examining model essays in different genres by student and professional publishers. Through in-depth essay planning, organizing, drafting, and revising, students will hone their writing skills. Additionally, they will build on proper writing conventions with in-depth study of sentence analysis and structure, agreement, and punctuation.</p>	
<p>ENGLISH 11 A/B (Core, College preparatory)</p>	<p>ENGLISH 12 A/B (Core, College preparatory)</p>
<p>English 11 courses continue to develop students' writing skills, emphasizing clear, logical writing patterns, word choice, and usage, as students write essays and learn the techniques of writing research papers. Students continue to read works of literature and other written materials that often form the backbone of the writing assignments.</p>	<p>English 12 courses blend composition and literature as students write critical and comparative analyses of classic and contemporary literature and other written genres. Typically, multi-paragraph essays in a variety of genres predominate as the form of student composition, but one or more major research papers may also be required.</p>
<p>AP ENGLISH LANGUAGE AND COMPOSITION A/B (Core, College preparatory)</p>	<p>AP ENGLISH LITERATURE AND COMPOSITION A/B (Core, College preparatory)</p>
<p>This course is designed to parallel college-level English courses. It exposes students to prose written in a variety of periods, disciplines, and rhetorical contexts. The course emphasizes the interaction of authorial purpose, intended audience, and the subject at hand. Students learn to develop stylistic flexibility as they write compositions covering a variety of topics.</p>	<p>This course is designed to parallel college-level English courses. It enables students to develop critical standards for evaluating literature. Students study the language, character, actions, and theme in works of recognized literary merit; enrich their understanding of connotation, metaphor, irony, syntax, and tone; and write compositions of their own (including literary analysis, exposition, argument, narrative, and creative writing).</p>
<p>ENGLISH LANGUAGE DEVELOPMENT A/B (Non-Core, Non-College preparatory)</p>	
<p>The course focuses on reading, writing, speaking, and listening. Students participate in extensive listening and speaking exercises. The course covers basic structures of the English language. Students progress from an elementary understanding of English words and verb tenses to a more comprehensive grasp of various formal and informal styles. The course may include an orientation to the customs/cultures of people in the U.S.</p>	
<p>JOURNALISM A/B (Non-core, Non-College preparatory)</p>	<p>SPEECH A/B (Non-Core, Non-College preparatory)</p>
<p>Journalism prepares students for work on school newspapers by fostering habits of clear, concise, written expression and by developing the ability to write interestingly. The course improves students' use of grammar, spelling, punctuation, sentence and paragraph form, style, and structure and offers basic training in techniques of interviewing and news writing. It fosters a critical attitude toward news and develops the ability to evaluate the worth of publications through wide and intelligent readings of newspapers and periodicals.</p>	<p>Speech develops fundamentals of effective oral delivery such as voice, diction, poise, and ease. The course develops effective organization through selection and arrangement of material, transitions, and rhetorical effect. Activities include preparation and practice in making short speeches to inform, convince, stimulate, actuate, and/or entertain. The course may include instruction in parliamentary procedure, discussion, debate, and oral interpretation.</p>

History/Social Science

Students are required to take at least three years of History/Social Science, including World History, U.S. History, and American Government/Economics.

HISTORY/SOCIAL SCIENCE CORE COURSES	
WORLD HISTORY A/B (Core, College preparatory)	U.S. HISTORY A/B (Core, College preparatory)
This course provides an overview of the history of human society from early civilization to the contemporary period, examining political, economic, social, religious, military, scientific, and cultural developments. Students study cultures of the western and nonwestern world. The course integrates geography with history and cultural studies.	This course focuses on the examination of major turning points in American history in the twentieth century. The course emphasizes specific themes, such as the expanding role of the federal government and federal courts; the continuing tension between the individual and the state and between minority rights and majority power; the emergence of a modern corporate economy; the impact of technology on American society and culture; change in the ethnic composition of American society; the movements toward equal rights for racial minorities and women; and the role of the United States as a major world power.
AMERICAN GOVERNMENT (Core, College preparatory)	
Students apply knowledge gained in previous years of study to pursue a deeper understanding of the institutions of American government. They draw on their studies of American history and of other societies in the world today. This course prepares students to vote, to reflect on the responsibilities of citizenship, and to participate in community activities. Topics include the Constitution and the Bill of Rights; the Courts and the Governmental Process; Our Government Today; the Legislative and Executive Branches; Federalism; and State and Local Government. Contemporary issues, including key passages from the Federalist Papers and similar primary sources are studied in light of democratic principles.	

HISTORY/SOCIAL SCIENCE ELECTIVES	
AP GOVERNMENT AND POLITICS: UNITED STATES A/B (Core, College preparatory)	AP WORLD HISTORY A/B (Core, College preparatory)
This course provides students with an analytical perspective on government and politics in the United States, involving both the study of general concepts used to interpret U.S. politics and the analysis of specific case studies. Topics include constitutional underpinnings of U.S. government, political beliefs and behaviors, political parties and interest groups, the institutions and policy process of national government, and civil rights and liberties.	AP World History course is designed for students to develop a greater understanding of the evolution of global processes and contacts, in interaction with different types of human societies. This understanding is advanced through a combination of selective factual knowledge and appropriate analytical skills. The course highlights the nature of changes in international frameworks and their causes and consequences, as well as comparisons among major societies.
AP U.S. HISTORY A/B (Core, College preparatory)	AP GOVERNMENT AND POLITICS: COMPARATIVE A/B (Core, College preparatory)

<p>This course provides students with the analytical skills and factual knowledge necessary to understand the course of United States history. Students learn to assess historical materials and to weigh the evidence and interpretations presented in historical scholarship. The course examines time periods from discovery and settlement of the New World through the recent past.</p>	<p>This course provides students with an analytical perspective on government and politics in the United States, involving both the study of general concepts used to interpret U.S. politics and the analysis of specific case studies. Topics include constitutional underpinnings of U.S. government, political beliefs and behaviors, political parties and interest groups, the institutions and policy process of national government, and civil rights and liberties.</p>
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<p>ECONOMICS (Core, College preparatory)</p> <p>In this course students deepen their understanding of the basic economic problems and institutions of the nation and world in which they live. They learn to make reasoned decisions on economic issues as citizens, workers, consumers, business owners and managers, and members of civic groups. This course enriches students' understanding of the operation and institutions of economic systems. Topics include Fundamental Economic Concepts, Comparative Economic Systems, Microeconomics, Macroeconomics, and International Economic Concepts.</p>	<p>PSYCHOLOGY A/B (Core, College preparatory)</p> <p>This course focuses on the scientific study of human development, learning, motivation, and personality. Students explore implications for everyday life with a scientific perspective on human behavior.</p>
<p>ANTHROPOLOGY A/B (Core, College preparatory)</p> <p>Students learn about human beings and their cultures by studying the two major divisions of anthropology: physical and cultural. In physical anthropology students consider the biological characteristics of human beings, their adaptation to their environment, and development in the context of various forms of animal life. In cultural anthropology students learn about the culture of specific peoples, past and present, as well as those components of culture found universally among human societies.</p>	<p>WORLD CULTURES A/B (Non-Core, College preparatory)</p> <p>This course focuses on an investigation of one or more cultures in a geographic region of the world today; for example, cultural studies of Africa, the Middle East, Latin America, Asia, or Southeast Asia. The course covers geographic settings; the population, the stature and roles of women and minority groups; and processes of cultural change and exchange. Students learn about the cultures historical, economic, and political developments, including nation building across time. The course may include an in-depth study of one or more different cultures to expand the students understanding of cultural diversity and provide balance in the representation of ethnic groups and societies around the world.</p>
<p>AP HUMAN GEOGRAPHY A/B (Non-core, College preparatory)</p> <p>The AP Human Geography course is equivalent to an introductory college-level course in human geography. The course introduces students to the</p>	<p>AP PSYCHOLOGY A/B (Core, College preparatory)</p> <p>The AP Psychology course introduces students to the systematic and scientific study of human behavior and mental processes. While</p>

<p>systematic study of patterns and processes that have shaped human understanding, use, and alteration of Earth's surface. Students employ spatial concepts and landscape analysis to examine socioeconomic organization and its environmental consequences. They also learn about the methods and tools geographers use in their research and applications. The curriculum reflects the goals of the National Geography Standards (2012)</p>	<p>considering the psychologists and studies that have shaped the field, students explore and apply psychological theories, key concepts, and phenomena associated with such topics as the biological bases of behavior, sensation and perception, learning and cognition, motivation, developmental psychology, testing and individual differences, treatment of abnormal behavior, and social psychology. Throughout the course, students employ psychological research methods, including ethical considerations, as they use the scientific method, analyze bias, evaluate claims and evidence, and effectively communicate ideas.</p>
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Language Other Than English

Students are required to take at least two years of a Language other than English in the same language; three years are recommended.

LANGUAGE OTHER THAN ENGLISH	
<p>SPANISH 1-2-3 A/B (Non-Core, College preparatory)</p>	<p>AP SPANISH LANGUAGE AND CULTURE A/B (Non-Core, College preparatory)</p>
<p>This course is designed to teach students about the language and culture of the Spanish and Latin American people. The first-year course emphasizes communication, basic grammar and syntax, and simple vocabulary so that students can read, write, speak, and comprehend on a basic level. The second-year course enables students to expand upon what they have learned, increasing their skills and depth of knowledge. The course teaches students to appreciate the Spanish and Latin American cultures by acquainting students with art, literature, customs, and history of the Spanish-speaking people.</p>	<p>The course is designed to parallel third-year college-level courses in Spanish composition and conversation. Building upon students' prior knowledge of Spanish, the course develops the students' ability to understand and express themselves accurately, coherently, and fluently in Spanish. In the course, students develop a large enough vocabulary to understand literary texts, magazine/ newspaper articles, films, and television productions.</p>
<p>AP SPANISH LITERATURE AND CULTURE A/B (Non-Core, College preparatory)</p>	<p>WORLD LANGUAGE 1-2-3 A/B (1 and 2 Core, College preparatory, 3 Non-Core, College preparatory)</p>
<p>The AP Spanish Literature and Culture course uses a thematic approach to introduce students to representative texts (short stories, novels, poetry, and essays) from Peninsular Spanish, Latin American, and United States Hispanic literature. Students continue to develop proficiencies across the full range of the modes of communication (interpersonal, presentational, and interpretive), honing their critical reading and analytical writing skills. Literature is</p>	<p>This course is designed to teach students about the language and culture of the people where the world language is spoken. The first-year course emphasizes communication, basic grammar and syntax, and simple vocabulary so that students can read, write, speak, and comprehend on a basic level. The second-year course enables students to expand upon what they have learned, increasing their skills and depth of knowledge. The course teaches students to appreciate the culture by acquainting students with art, literature, customs,</p>

examined within the context of its time and place, as students reflect on the many voices and cultures present in the required readings. The course also includes a strong focus on cultural connections and comparisons, including exploration of various media (e.g., art, film, articles, and literary criticism).	and history of the people where the world language is spoken.
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Computers & Technology

Students are required to take at least one year of Computers & Technology.

COMPUTERS & TECHNOLOGY	
COMPUTER LITERACY 1 A/B – Computer Science in the Modern World (Non-core, Non-college preparatory)	COMPUTER LITERACY 2 A/B – Computer Science in the Modern World (Non-core, Non-college preparatory)
In this course, students learn to use computational thinking to develop algorithmic solutions to real-world problems. They will begin to understand the different levels of complexity in problem solving and to determine when team projects might generate more effective problem solutions than individual efforts. Students will learn and use a programming language(s) and related tools, as well as appropriate collaboration tools, computing devices, and network environments. Finally, they will demonstrate an understanding of the social and ethical implications of their work and exhibit appropriate communication behavior when working as a team member.	Computer Science Concepts and Practices is a follow-up course to Computer Science in the Modern World. It is designed to harness the interests of those students wishing to further enhance their studies in the computing fields. In this course, students will begin to develop higher-level computing skills and apply them to a variety of subjects and disciplines. Students will learn how computer science impacts society and promotes change. Through the analysis of global issues, students will explore how computer science can help solve real-world problems using innovation, collaboration, and creativity. This course will also provide students with an opportunity to explore Computer Science as a potential career interest at the collegiate level.
WEB DESIGN A/B (Non-core, Non-college preparatory)	COMPUTER PROGRAMMING A/B (Non-core, Non-college preparatory)
This course introduces students to the Internet and World Wide Web. Students will study the history of the Internet, search engines, Web design process, navigation strategies, creation and editing of graphics, Web hosting services, and Web publishing. Webpage development will include coding HTML and CSS using a text editor and utilizing simple scripts to enhance webpages.	This course covers the principles and programming styles used in the design and implementation of contemporary programming languages. Students are introduced to the history of programming languages, language syntax and formal grammars, language processors such as compilers and interpreters, and generalized parsing strategies. The course focuses on particular language constructs and their realization in a variety of programming languages. A particular language such as Java Script, Java, C++ and C# are used to provide students with practical illustrations of various programming principles.
ROBOTICS A/B (Non-core, Non-college preparatory)	AP COMPUTER SCIENCE A A/B (Non-core, College preparatory)
This instructional program prepares individuals to design, develop, program, and maintain robotic devices. It includes instruction in the history and development of robotic devices; the types of robotic devices used in industry and their component makeup; computer control systems and robot computer language programming; troubleshooting techniques, especially for servomechanisms, microprocessors, and computer operation; and the integration of these devices and factors into a total manufacturing	The AP Computer Science A course introduces students to computer science with fundamental topics that include problem solving, design strategies and methodologies, organization of data (data structures), approaches to processing data (algorithms), analysis of potential solutions, and the ethical and social implications of computing. The course emphasizes both object-oriented and imperative problem solving and design. These techniques represent proven approaches for developing solutions that can scale up from small, simple problems to large, complex problems.

<p>system. The NGSS engineering standards addressed by this course fit within the Engineering, Technology and Applications of Science Disciplinary Core Idea. Specifically, the following NGSS standards are explored:</p> <p>MS-ETS1-2. Evaluate competing design solutions using a systematic process to determine how well they meet the criteria and constraints of the problem.</p> <p>MS-ETS1-4. Develop a model to generate data for iterative testing and modification of a proposed object, tool, or process such that an optimal design can be achieved.</p> <p>HS-ETS1-2. Design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.</p> <p>HS-ETS1-3. Evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics as well as possible social, cultural, and environmental impacts.</p>	
<p>AP COMPUTER SCIENCE PRINCIPLES A/B (Non-core, College preparatory)</p>	
<p>AP Computer Science Principles introduces students to the creative aspects of programming, abstractions, algorithms, large data sets, the Internet, cybersecurity concerns, and computing impacts. AP Computer Science Principles give students the opportunity to use technology to address real-world problems and build relevant solutions.</p>	

Visual & Performing Arts

Students are required to take at least one year of Visual and Performing Arts and chosen from the following categories: dance, drama/theater, music, or visual art.

VISUAL & PERFORMING ARTS ELECTIVES	
<p>AP ART A/B (Non-Core, College preparatory)</p>	
<p>This course covers the organization of art elements and principles and provides study of their application in two- and three-dimensional problems. Students analyze and use design principles in works of art from art history and many world cultures. Students learn to critique their work and the work of others and become more aware of design in their environment.</p>	
<p>MUSIC APPRECIATION A/B (Non-Core, Non-College preparatory)</p>	<p>DIGITAL ART A/B (Non-Core, Non-College preparatory)</p>

<p>This class emphasizes listening activities related to the structure or design of the music from perceptual, creative, historical, and critical viewpoints using a variety of musical forms and styles.</p>	<p>This course helps students develop aesthetic criteria in order to create graphic art imagery using a microcomputer. The course emphasizes the knowledge and application of the art elements and principles of design as used in visual communication. Students use the computer and digital tools to apply or formulate programs to communicate creative visual ideas, including animation, game production, and artistic aspects of Web site design. This course may also include aspects of the Cinematography/Artistic Videos course. Students study artists who practice these art forms and learn and practice critiques of these art forms.</p>
<p>PHOTOGRAPHY A/B (Non-Core, Non-College preparatory)</p>	<p>THEATRE/PLAY PRODUCTION A/B (Non-Core, Non-College preparatory)</p>
<p>This course presents photography as a fine art in which students explore the use of the art elements and principles of design to communicate their ideas, feelings, or values through photographic work. Students learn photographic techniques that may incorporate both traditional and contemporary (digital and multimedia technologies) traditions. They also participate in critiques and study the history of photography as a fine art, as well as the artists who use the medium of photography.</p>	<p>This course provides a balanced theater arts program that emphasizes dramatic literature and/or musical theater activities that lead to the formal presentation of a scripted play. The class emphasizes awareness and practice in theater production, performance, direction, stage technique, voice, stage design, costuming, properties, and theater history. Students develop language skills and appreciation through reading dramatic literature from a worldwide perspective and writing critiques, character analyses, and play reports.</p>
<p>HISTORY/APPRECIATION OF THEATER ARTS/FILM A/B (Non-Core, Non-College preparatory)</p>	
<p>This course is for students who desire knowledge in the history of drama, plays, theater, and writers. The course may include the study of outstanding examples in the fields of motion pictures, radio, and television. The course includes instruction in reading, writing, critique processes, and research.</p>	

Health and Physical Education

Students are required to take two years of Health and P.E.

<p>HEALTH AND PHYSICAL EDUCATION I A/B (Non-core, Non-college preparatory)</p>	<p>HEALTH AND PHYSICAL EDUCATION II A/B (Non-core, Non-college preparatory)</p>
<p>This course is the first year of the high school health and physical education sequence. It includes the required content areas; aquatics, rhythms/dance, individual and dual activities, mechanics of body movement, and the effects of physical activity on dynamic health.</p>	<p>This course is the second year of the high school foundation courses, it expands the content of course I and includes the remainder of the required content areas; gymnastics/tumbling, combatives, team sports, mechanics of body movement, and the effects of physical activity on dynamic health.</p>

Advisory

In grades 9 through 12, students participate in an Advisory program for 25 minutes a day, every day. Students in 11th and 12th grades also can elect take a year-long College Readiness class.

ADVISORY PROGRAM	
ADVISORY 9-10-11-12 A/B (Non-core, Non-college preparatory)	
Students take Advisory all four years of high school. Each student works closely with their Advisory teacher to develop their Four-Year Plans, exploring and setting academic and career goals. Students take part in team building activities, community service opportunities and work on their high school portfolio. Advisory also provides curriculum to increase student knowledge and ability in skills necessary for everyday living. The course emphasizes defining personal values, goal-setting and planning, making decisions and solving problems, evaluating information and dealing with media and peer pressure, communication and relationships, decision-making, wellness and personal safety, and contributing to your community.	

COLLEGE READINESS 11 A/B (Non-core, Non-college preparatory)	COLLEGE READINESS 12 A/B (Non-core, Non-college preparatory)
The course focuses on preparing students to complete college applications by creating a portfolio that includes CSU Mentor High School Planner, UC/ Private School Personal Statement, EOP application, SAT/ACT registration and preparation, and FAFSA Forecaster.	The course focuses on preparing students to complete college applications by creating a portfolio that includes CSU Mentor High School Planner, UC/ Private School Personal Statement, EOP application, SAT/ACT registration and preparation, and FAFSA Forecaster.

Engineering

NGSS and the new CA Science Framework includes Engineering as a Disciplinary Core Idea in teaching science. For the past two years, MPS science teachers have been using McGraw Hill Integrated Science (iScience) curriculum which encompasses engineering design and engineering principals in alliance with the national science framework. Therefore, in MSA-5 all students learn about engineering design, technology, and applications of science as part of their core classes.

MSA-5 offers a curriculum and educational plan that addresses all areas of STEAM. Our high school students take three years of science, while two are required, with a fourth year available as an elective. Students who qualify based on math performance and interests are offered AP Physics, which extends to eighth graders. Additional science electives are offered to middle students such as Science Olympiads and computers.

Technology is a key component to our instructional delivery model each room is equipped with laptops (1:1 student to computer ratio) and a blended learning model being utilized in many classrooms. Computer course are offered at all levels and are also available after school. We offer two different AP Computer courses at the High School level starting with all ninth graders taking AP Computer Science. Furthermore, Engineering is embedded in electives offered such as robotics, architecture and design. Please see the College Board approved course descriptions for an extensive explanation below:

High School Courses that Promote Engineering of STEAM include: robotics, AP Computer Science Principles, and AP Computer Science Course A.

Robotics (Course Overview from UC's A-G Management Portal)

Robotics is an intro course that will explore, via VEX robotics equipment, relationships between the field of mathematics, science, especially physics, and technology. The goal of this course is to get students interested in pursuing a field of study in STEM upon graduating from high school. The class is designed to introduce students to basic concepts, or advanced, depending upon their levels of expertise, in robotics. The class will give students the opportunity to work in groups of maximum three students in lab experiments. In these experiments, students will work together in building and testing a basic (or complex) VEX-based mobile robot.

Students will have the opportunity to learn about the historical development of robotics as a field. In addition, students will learn about programming using Robot C, and the importance of integrating different robotics sensors, and how these affect the control and mobility of their robots. The basic study of physics laws, via mathematics, and basic computer programming in Robot C, will be presented, and how these can be used to predict the basic mobile behavior of their robots, such as speed, acceleration, torque, and other key components that will affect their mobile robots.

Students will work in small teams of three students to do research, design, program, and construct a mobile robot using VEX equipment. The goal is to have in class competitions amongst each team, and other schools at the high school or collegiate level. Provided there is enough interested among the students during their competitions, the goal is to have the most competitive teams represent the Charter School at competitions held at other schools, or colleges, who have VEX competitions at the state level. Lastly, the course will assist the students in preparing formal resumes and portfolios for the projects they develop that will include basic academic skills, communication skills, people skills, problem solving skills, and using safety whenever they are using the VEX equipment, and the usage of technology.

Robotics will introduce students to the working principles and foundational knowledge of robotics, using mathematics and basic physics principles. Students learn to control mobile robots using VEX equipment programs. The students will write robotics programs using Robot C and Easy Robot C computer programming language to perform various tasks based on the sensory information of the robot. Students will also learn the mathematics involved and basic science principles from physics associated with the various movements of their robotics.

Through hands-on problem-based projects, students will develop critical thinking, problem solving, effective communication, and cooperative skills. VEX Robotics robots are an excellent platform to engage students on collaborative learning environments where science, technology, engineering, and mathematics come together. Besides using computers so that students can learn to design their own robots, they will also have the opportunity to build their robots themselves, and will also have the opportunity to write their own algorithms. The computer algorithms written by the students will enable the robots to become autonomous. At the same time, these algorithms will give the students the opportunity to solve potential problems with their designs using mathematics and science. Students will have access to our computer labs, and they will also be able to use their own personal computers to design, and to write their presentations about their robots.

The following general concepts will be covered in robotics:

- Students will gain competence as communicators both in written and oral form, via formal resumes, power point presentations, and presenting their robot designs to their classmates or audience in attendance at various VEX competitions.

- They will engage in critical thinking, problem solving, and cooperative team work.
- Students will have a basic understanding of the core concepts in computer science and robotics:
- Computer programming in Robot C and Easy Robot C.
- Software and algorithm development for applied problem solving.
- Motion control of VEX robotics robots
- Sensor fusion and sensory data processing.
- Students will learn to ask why and how, and will develop the confidence and motivation to explore technology and science on their own.
- The following computing and robotics concepts will be covered:
- Structured programming using Robot C and Easy Robot C (which is very similar to C++).
- Motion control of robotics
- Robotics sensor fusion and sensory data processing
- Using robotics to solve applied problems and/or word problems in mathematics and science with hands-on activities.

VEX Robotics Competitions (<http://www.vexrobotics.com/vex/competition>):

This program is specifically designed to make students of robotics compete inside the classroom using VEX equipment. These competitions are an easy way to engage students to integrate all facets of STEM education into the classroom. Students also have the opportunity to not only compete against other teams in class, but they also have the ability to go to VEX competitions held during the fall and spring semesters with students from middle, high, and college level. This is an excellent opportunity to network with other students whom have robotics at their schools, and they get to see how other students design robots with the available VEX equipment. These competitions do capture the students' attention, not only in their designs, but also to their programming skills, and to find possible solutions to any flaws that their robot designs might have. During the building and competitions, the students will have with their robots, they will be learning STEM concepts. VEX robotics also has a complete curriculum that can be used with all of their VEX equipment.

AP Computer Science A (Course Overview from UC's A-G Management Portal)

Students will learn to design and implement computer programs that solve problems relevant to today's society, including art, media, and engineering. AP Computer Science A teaches object-oriented programming using the Java language and is meant to be the equivalent of a first semester, college-level course in computer science. It will emphasize problem solving and algorithm development, and use hands-on experiences and examples so that students can apply programming tools and solve complex problems. This course will prepare students for the end-of-course AP Exam.

AP Computer Science Principles (Course Overview from UC's A-G Management Portal)

This course is designed to provide knowledge about architecture and design in school and for a career. Students will have an understanding of using research to learn about architecture design. Students also learn about floor-plans, elevations, building models, and using the program Google Sketch-up to create their own architecture. The course will use art and technology to provide the students an opportunity to create all different types of projects in architecture. Students will design drawings by hand and apply their knowledge so that they can create images using computer based programs. We will work on new skill enhancing design problems, individually designed projects, and work on a project that incorporates knowledge of sustainability in architecture. The class will switch between computer generated architecture and hand drawn architecture. The key rationale for the elective course is to give the

students overall information about architecture and design so that they can experience the importance of the career from a personal standpoint.

Magnolia Science Academy-5's Middle School Courses that Promote Engineering of STEAM

Computer Literacy

This introductory course in computers is designed to acquaint the students with techniques for using computers. Students learn key entry skills in order to use simple word processors, mathematical or database applications, and simple graphics programming. When school resources allow, teachers may introduce students to the Internet, where they learn about different search engines, e-mail, and the variety of educational resources on the Internet.

Arts are also offered starting at the Middle School level, and are continued through High School, offering students various AP Arts courses. Our arts classes range from We currently have a partnership with the Wallis Annenberg Foundation to enhance our current arts program. Additionally, we offer arts in our after school program to allow our students to obtain more experience in this field of study.

Lastly, math is an essential component to our academic program. Starting at the beginning of our students' career, we assess students' levels to ensure proper placement and support varying from enrichment course to advanced math placement. For our High School students, we require them to take 4 years of math (while 3 is required), offering 3 AP math course and providing advanced math college course through organizations such as Johns Hopkins and Stanford for those who qualify.

INNOVATIVE COMPONENTS OF THE INSTRUCTIONAL PROGRAM

As detailed in "Success of the Innovative Features of the Educational Program," above, Magnolia Science Academy-5 distinguishes itself from other schools by incorporating an extraordinary support program that includes home visits, extended learning (before and after-school, weekends and school vacations) and parent and community engagement. Data-driven instruction, differentiation, and targeted interventions support students in achieving success. Our unique College Mentorship Program, Life Skills and College Readiness classes help students plan for college, stay on track and get equipped with necessary skills/credentials for a desired college major.

CURRICULAR AND INSTRUCTIONAL MATERIALS

MSA-5 utilizes California State Board of Education adopted instructional materials aligned with CCSS. The MPS Home Office works with teacher leaders to identify, evaluate, and select appropriate materials and to make modifications to core and additional instructional resources. Current curricula includes:

Math: McGraw Hill; *Enrichment/Intervention:* McGraw Hill, ALEKS, Ironbox (6-8), Glencoe Math Accelerated, Curriculum Associates' Ready Common Core, EngageNY, Singapore Math; Renaissance Learning Accelerated Math Program

Science: McGraw Hill; Integrated iScience (6-8); McGraw Hill Biology, Physics, Chemistry (9-12);

English Language Arts/ELD: McGraw Hill; McGraw Hill Study Sync (6-12); ELD Program-National Geographic Learning, Inside (6-8), Edge (9-12); *Enrichment/Intervention:* McGraw Hill, FLEX Literacy (6-12), Renaissance Learning Accelerated Reader Program, Rosetta Stone, BrainPOP ESL

Social Science: McGraw Hill, Networks (6-12); *Enrichment/Intervention:* Teachers' Curriculum Institute's (TCI) History Alive! Middle School Program

ELD: English 3D by Scholastic (Grades: 6-12), Inside by National Geographic Learning, part of Cengage Learning (Grades: 6-9), Wonders (Grades: Elementary), Edge Reading, Writing, and Language Curriculum by Hampton Brown (Grades: 9-12), Rosetta Stone (Grades: 6-12), BrainPOP ESL (Grades: 6-12), and DuoLingo (Supplemental; Grades: 6-12).

Teachers are invited to utilize a myriad of additional resources online and in print, in consultation with the Principal and leadership team.

COMPREHENSIVE COURSE LIST

MSA-5 middle School Courses

MSA-5 High School Courses

Name	Grade	Name	Grade	A-G
Advanced Math	6th-8th	Advisory	9th, 10th	
AP Physics 1: Algebra-Based	8th	American Government	12th	A-G
Computer Literacy I	6th	AP Calculus AB	11th, 12th	A-G
Computer Literacy II	7th, 8th	AP Calculus BC	12th	A-G
English Language Arts 6	6th	AP Computer Science A	9th-12th	A-G
English Language Arts 7	7th	AP English Language Arts & Composition	12th	A-G
English Language Arts 8	8th	AP English Literature & Composition	11th	A-G
Foreign Languages-Turkish	6th	AP Spanish Language and Culture	11th	A-G
Foreign Language - Turkish	7th	AP Spanish Literature and Culture	12th	A-G
Foreign Language - Turkish	8th	AP Statistics	12th	A-G
Fundamentals of Art	6th	AP Studio Art: 2-D Design	11th, 12th	A-G
Fundamentals of Art	7th	AP United States Government & Politics	12th	A-G
Fundamentals of Art	8th	AP United States History	11th	A-G
Grade 6 Math - Common Core	6th	AP World History	10th	A-G
Grade 7 Math - Common Core	7th	Architecture and Design	11th, 12th	A-G
Grade 8 Math - Common Core	8th	Biology	9th, 10th	A-G
History - Social Science	6th	Chemistry	10th, 11th	A-G
History - Social Science	7th	Conceptual Physics	9th	A-G
History - Social Science	8th	Consumer Math	12th	A-G
Life Skills	6th	Desktop Publishing	11th, 12th	A-G
Life Skills	7th	Digital Arts	11th, 12th	A-G
Life Skills	8th	English 10	10th	A-G
Health & Physical Education	6th	English 11	11th	A-G
Health & Physical Education	7th	English 12	12th	A-G
Health & Physical Education	8th	English 9	9th	A-G
POWER ELA	6th	English 9 (Honors)	9th	A-G
POWER ELA	7th	Fundamentals of Arts	11th, 12th	A-G
POWER ELA	8th	Integrated Math I - Common Core	9th	A-G
POWER MATH	6th	Integrated Math II - Common Core	10th	A-G
POWER MATH	7th	Integrated Math III - Common Core	11th	A-G
POWER MATH	8th	Integrated Math IV - Common Core	11th, 12th	A-G
Earth Science 6	6th	Marine Biology	11th, 12th	A-G
Life Science 7	7th	Health & Physical Education I - HS	9th	A-G
Physical Science 8	8th	Health & Physical Education II - HS	10th	A-G
Science Explorers	8th	Physics	11th, 12th	A-G
Study Skills	6th	Physics (Honors)	11th	A-G
Study Skills	7th	Psychology	11th, 12th	A-G
Study Skills	8th	Robotics	11th, 12th	A-G
Sustained Silent Reading	6th	Service	11th, 12th	
Sustained Silent Reading	7th	Spanish I	9th	A-G
Sustained Silent Reading	8th	Spanish II	10th	A-G
		Spanish III	11th	A-G
		Study Hour	11th, 12th	
		United States History	11th	A-G
		Weightlifting	11th, 12th	
		World History	10th	A-G
		Designated ELD	9th-12th	A-G

INSTRUCTIONAL METHODS AND STRATEGIES

As detailed in the preceding sections, our instructional methods and strategies are based on success with similar populations of students. All MSA-5 faculty members use the *Understanding By Design* (“UBD”) model to backwards plan instruction, including differentiation for students in need of specific supports. As noted in the section on Professional Development, we ask all faculty to read the following seminal works: The following literature will be on MSA-5 staff’s reading list: Alan Blankstein, *Failure Is Not an Option: 6 Principles That Advance Student Achievement in Highly Effective Schools*; Dr. Robert Marzano’s *Classroom Management That Works: Research-Based Strategies for Every Teacher*; Carol Ann Tomlinson’s *How To Differentiate Instruction In Mixed-Ability Classrooms*, and Doug Lemov’s *Teach Like A Champion*.

We emphasize integration of the curriculum with cross-disciplinary learning on a daily basis. Teachers strive to make learning relevant and engaging for all students by employing a constructivist, project-based approach. Methods include a frequent emphasis on real world, practical applications of learning, and employ inquiry, research, reflection, problem-solving, and critical thinking. As they master content, students learn *how* to learn. Instruction is deeply rooted in thematic integrated instruction, including application-oriented activities such as projects that require students to utilize skills and knowledge from ELA, science, math, history, the arts, computer/technology and more. Often interactive and rooted in collaboration, the approach makes assignments meaningful and engaging and concepts authentic. Technology is integrated throughout the curriculum to ensure students develop the skills needed in college and career.

HOW THE SCHOOL’S INSTRUCTIONAL METHODOLOGIES AND CURRICULUM WILL ENSURE STUDENT MASTERY OF THE CALIFORNIA CCSS AND OTHER STATE CONTENT STANDARDS

All courses have been designed in alignment with the California state standards (www.cde.ca.gov/be/st/ss) including the Common Core State Standards (www.corestandards.org) and Next Generation Science Standards. Our faculty receives training and support in ensuring our students receive individualized support and instructional strategies as they work to master the content standards, including new CCSS standards, CA English Language Development standards, and designing lesson plans that ensure alignment to both.

HOW THE INSTRUCTIONAL PROGRAM WILL SUPPORT STUDENT DEVELOPMENT OF TECHNOLOGY-RELATED SKILLS AND STUDENT USE OF TECHNOLOGY

At MSA-5, every teacher has access to dedicated computers in their own classrooms to prepare teaching activities such as class documentary movies, presentations, etc. Wireless network access is available at MSA-5. Teachers use various types of technology during classroom instruction, including computer and projector, interactive technology tools, access to educational websites such as Discovery Education, BrainPOP, Renaissance Learning, Khan Academy, just to name a few. Furthermore, the Charter School utilizes computers to support the instructional and managerial needs, such as online grades and attendance information, online homework, and student progress reports for parents using the CoolSIS or equivalent, the student information system (“SIS”).

During intervention, teachers use educational materials that provide review, re-teach and enrichment programs. McGraw Hill Publisher’s resources, Curriculum Associates’ Ready Common Core program,

Kuta software, Khan Academy, Accelerated Reader and Accelerated Math program, English 3D allow teachers to monitor the progress of students who are achieving below grade level and provide software generated tests and personalized instructional materials based on common core and California content standards/framework which have not been achieved.

Students at MSA-5 develop their ability to use technology as a tool for learning, research, observation, and communication. The school has a one-to-one ratio and uses a computer based curriculum. MSA-5 encourages parents' active use of school's technology resources by offering free tutorial sessions on how to track student's performance using CoolSIS or equivalent and providing computer access to all parents. MSA-5 is aware of the fact that, given its target population, a high percentage of students may have either limited or no access to any computer outside the Charter School. MSA-5's computer science curriculum is designed for students with limited computer experience. Students requiring extra time with a computer have the opportunity to visit the computer lab after school.

GRADUATION REQUIREMENTS

Our mission is that 100% of middle school students will complete courses in grades 6-8 in 3 years passing with a grade of "C" or better and that all high school students will pass all required courses and electives with a grade of "C" or better to graduate in 4 years with a minimum of 210 credits. Each high school course at MPS is semester-based and worth 5 credits. Our high school courses are submitted to UC Doorways and once approved are A-G aligned.

MSA-5 offers three different high school diploma types: standard, advanced, and honors. Each diploma has minimum requirements that meet and exceed the state graduation requirements and the UC/CSU "a-g" requirements. Specific requirements include:

- at least 30 semester credits of math for a standard diploma and 40 semester credits of math for an advanced or honors diploma. These credits can be earned in middle school, but year requirements still apply. See below.
- enrollment in a math course for at least two years in grades 9-12 for a standard diploma (state requirement) and at least three years in grades 9-12 for an advanced or honors diploma. For example; a student may take Algebra-I in seventh grade, Geometry in eighth grade, and Algebra II in ninth grade. The student still needs to take one more year of math for a standard diploma and two more years of math for an advanced or honors diploma.
- earn 40 hours of community service before graduation for an advanced or honors diploma. Students may begin to earn these hours once they complete their 8th grade year.
- in order to participate in any senior activities (prom, grad night, senior picnic, and graduation), students must have a total of 150 credits at the beginning of the first semester and/or 180 credits at the beginning of the second semester of senior year.
- students have to fulfill all the graduation requirements to participate in the Graduation Ceremony.

Our students have the opportunity to

MSA-5 Graduation Requirements

Subject Area	Minimum Course Requirements	STANDARD Diploma	ADVANCED Diploma	HONORS Diploma
(a) History/Social Science	Three years	30	30	30

(b) English	Four years	40	40	40
(c) Mathematics	Three years (Four years recommended)	30	40	40
(d) Science	Two years with lab required; (Three years recommended)	20	30	40
(e) Language Other Than English	Two years in same language required. (Three years recommended)	20	20	30
(f) Visual & Performing Arts	One year	10	10	10
(g) Electives*	20-30 credits depending on diploma type.	30	30	20
Physical Education	Two years required.	20	20	20
Computers & Technology	One year required.	10	10	10
TOTAL REQUIRED CREDITS		210	230	240
AP Course / College Credit Requirements	AP courses can be taken to meet minimum requirements or as elective.	N/A	20	40
Other Requirements	Minimum Cumulative GPA Required Service Learning Hours	2.00 N/A	3.25 40 hrs.	3.50 40 hrs.

*Elective / AP course offerings may change depending on student needs/demands and availability of teachers and resources.

CREDIT RECOVERY OPPORTUNITIES

When students need extra help, the following supports are provided for all students in need including all student groups and students transferring in:

- a. Summer Session Credit Recovery
- b. Online Credit Recovery
- c. Academic Support classes in English and/or Math
- d. Tutoring After School or Saturdays

Students not completing graduation requirements by the end of the summer following their 4th year are welcome to attend a 5th year or until requirements are met.

ENSURING TRANSFER STUDENTS CAN MEET GRADUATION AND COLLEGE ENTRANCE REQUIREMENTS

Upon enrollment, counselors work with individual students to create a Four-Year Plan to meet the requirements for graduation. This plan is monitored and updated once per semester during the school year. Counselors help ensure that each student is enrolled in appropriate courses, and that each student has the support he or she needs to successfully complete graduation requirements. Minimum requirements for a standard diploma align with UC/CSU A-G requirements.

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES (“WASC”)

MSA-5 is accredited by WASC through June 2019. Currently, the Charter School contributes members to participate on visiting committees. MSA-5 will follow up and complete all necessary steps for accreditation beyond June 2019.

INFORMING PARENTS, INCLUDING PARENTS WITH LIMITED ENGLISH, ABOUT COURSE TRANSFERABILITY AND COLLEGE ENTRANCE REQUIREMENTS

All A-G courses at MSA-5 are transferable to other public schools, and meet the rigorous requirements for admission to the UC/CSU system. Parents are notified about the transferability of courses and the eligibility of courses to meet college entrance requirements through the Student/Parent Handbook, which is available in both English and Spanish, and through meetings with the Dean of Academics & College Advisor. Every transfer student participates in an intake meeting which includes a review of his/her transcript and tracking towards graduation. Every exiting student will also receive a transcript to provide him/her with an official record of courses completed and credits earned. In addition, the Charter School's master schedule will be informed by student needs to ensure sufficient intervention opportunities are available for the student population.

Transitional Kindergarten – N/A

Not applicable.

Academic Calendar and Schedules

ACADEMIC CALENDAR

MSA-5 announces its annual calendar before the beginning of each instructional year. Following is a detailed calendar for 2017-18, followed by a more summary draft instructional calendar for the 2018-19 school year.

MSA-5 Academic Calendar 2017-18

Magnolia Science Academy-5
 18230 Kittridge Street, Redwood, CA 91335
 Phone: (818) 705-5876; Fax: (818) 705-5627
 msa5@magnoliapublicschools.org

July 2017				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

August 2017				
Mon	Tues	Wed	Thurs	Fri
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2017				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2017				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November 2017				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2017				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Go Lobos!

January 2018				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2018				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

March 2018				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April 2018				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May 2018				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

June 2018				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15

LEGEND / DISMISSAL TIMES	
	STUDENTS RETURN
	NO SCHOOL DAY
	REGULAR DAY (DISMISSAL AT 3:18 PM)
	SHORT DAY (DISMISSAL AT 2:00 PM)
	MINIMUM DAY (DISMISSAL AT 12:53 PM)
	SCHOOL STARTS AT 8:10AM

MPS Administrative Team Training	Tuesday, Aug-02
Teacher MPS Training	Aug 3-Aug 4
Teacher In-Service	Aug. 7- Aug. 11
School Orientation for New Students & Families	Friday, Aug-11
1st Day of School	Tuesday, Aug-15
Labor Day - No School	Monday, Sep-04
Back to School Night	Thursday, Sep-07
Progress Report-1	Thursday, Sep-21
Staff PD-Minimum Day	Friday, Sep-22
Parent Teacher Conferences Day-1	Thursday, Sep-28
Parent Teacher Conferences Day-2	Friday, Sep-29
Staff PD-No School	Friday, Oct-20
Progress Report-2	Friday, Nov-03
Veteran Day - No School	Friday, Nov-10
Staff PD-Minimum Day	Friday, Nov-17
Thanksgiving Break - No School	Nov. 20-Nov. 24
Final Exams - Minimum Days	Dec 13- Dec. 15
Report Card #1	Friday, Dec-15
Winter Break - No School	Dec. 18-January 5
FirstDay of 2nd Semester	Monday, Jan-08
Civil Rights Day / MLK Day- No School	Monday, Jan-15
Staff PD / Minimum Day	Friday, Feb-09
Progress Report-3	Friday, Feb-16
Presidents Day- No School	Monday, Feb-19
Progress Report-3	Thursday, Feb-15
Staff PD-No School	Friday, Mar-09
Staff PD / Minimum Day	Friday, Mar-23
Progress Report-4	Friday, Mar-23
Spring Break- No School	March 26- March 30
Cesar Chavez Day- No School	Monday, Apr-02
Parent Teacher Conferences Day-1	Thursday, Apr-12
Parent Teacher Conferences Day-2	Friday, Apr-13
Memorial Day - No School	Monday, May-28
Final Exams - Minimum Days	June 5-June 7
Last Day of School	Thursday, Jun-07
Staff Wrap Up Meetings	June 7-8
Report Card #2	Friday, Jun-08
8th Grade Promotion Ceremony	TBD

CAASPP Testing	
CAASPP Testing	May of 2018
MAP Test Dates	
MAP Test 1	August of 2018
MAP Test 2	TBD

2018-19 Draft Calendar

7/31	Administrative Team Training
8/2-10	Summer In-Service for Teachers
8/11	Student/Parent Orientation
8/14	First Day of School
9/3	Labor Day – No School
11/12	Veterans Day – No School
11/19-23	Thanksgiving Break – No School
12/17-1/4	Winter Break
1/7	First Day of Second Semester
1/21	ML King Day – No School
2/18	Presidents’ Day – No School
3/29	Cesar Chavez Day – No School
4/8-12	Spring Break – No School
5/27	Memorial Day – No School
6/14	Last Day of School

SAMPLE DAILY SCHEDULES

Students attend school from 8:00 a.m. – 3:08 p.m. each day, with early release at 1:50 p.m. on Tuesday.

MSA-5 Middle School Sample Schedules**Regular Day (Monday, Wednesday-Friday)**

	Grade 6 (32.5 Credits)	Grade 7 (32.5 Credits)	Grade 8 (32.5 Credits)	Instructional Minutes
Period 1 8:00-9:05	Physical Education	Integrated Science 7	Math 8	65
Period 2 9:08-10:03	Math 6	Math 7	Physical Education	55
Nutrition 10:03-10:13				0
Period 3 10:16-11:11	English Language Arts 6	Physical Education	History-Social Science 8	55
Period 4 11:14-12:09	Computer	History-Social Science 7	Integrated Science 8	55
Lunch 12:09-12:39				0
Period 5 12:42-1:12	ELD/SSR	ELD/SSR	ELD/SSR	30

Period 6 1:15-2:10	History-Social Science 6	Spanish	English Language Arts 8	55
Period 7 2:13-3:08	Integrated Science 6	English Language Arts 7	Fundamentals of Art	55
Total Instructional Minutes (with passing periods):			388	

MSA-5 Middle School Sample Schedules**Early Dismissal Day (Tuesday)**

	Grade 6 (32.5 Credits)	Grade 7 (32.5 Credits)	Grade 8 (32.5 Credits)	Instructional Minutes
Period 1 8:00-8:52	Physical Education	Integrated Science 7	Math 8	52
Period 2 8:55-9:37	Math 6	Math 7	Physical Education	42
Nutrition 9:37-9:47				0
Period 3 9:50-10:32	English Language Arts 6	Physical Education	History-Social Science 8	42
Period 4 10:35-11:17	Computer	History-Social Science 7	Integrated Science 8	42
Lunch 11:17-11:47				0
Period 5 11:50-12:20	ELD/SSR	ELD/SSR	ELD/SSR	30
Period 6 12:23-1:05	History-Social Science 6	Spanish	English Language Arts 8	42
Period 7 1:08-1:50	Integrated Science	English Language Arts 7	Fundamentals of Art	42
Total Instructional Minutes (with passing periods):			310	

MSA-5 High School Sample Schedules**Regular Day (Monday, Wednesday-Friday)**

	Grade 9 (32.5 Credits)	Grade 10 (32.5 Credits)	Grade 11 (32.5 Credits)	Grade 12 (25.5 Credits)	Instructional Minutes
Period 1 8:00-9:05	Computer Literacy 2 (HS Grad Reqts)	Physical Education 2 (HS Grad Reqts)	English 11 (A-G & HS Grad Reqts)	English 12 (A- G & HS Grad Reqts)	55

Period 2 9:08-10:03	Spanish 1 (HS Grad Reqts)	Chemistry (A-G & HS Grad Reqts)	AP Art (A-G & HS Grad Reqts)	Robotics (HS Grad Reqts)	55
Period 3 10:06-11:01	English 9 (A-G & HS Grad Reqts)	World History (A-G & HS Grad Reqts)	Physics (A-G & HS Grad Reqts)	Marine Biology (A-G & HS Grad Reqts)	55
Break 11:01-11:11					0
Period 4 11:14-12:09	Biology (A-G & HS Grad Reqts)	English 10 (A-G & HS Grad Reqts)	AP U.S. History (A-G & HS Grad Reqts)	AP Calculus (A-G & HS Grad Reqts)	55
Lunch 12:09-12:39					0
Period 5 12:42-1:12	ELD/Advisory	ELD/Advisory	ELD/Advisory	ELD/Advisory	30
Period 6 1:15-2:10	Integrated Math 1 (A-G & HS Grad Reqts)	Integrated Math 2 (A-G & HS Grad Reqts)	Psychology (A-G & HS Grad Reqts)	American Government (A-G & HS Grad Reqts)	55
Period 7 2:13-3:08	Physical Education 1 (HS Grad Reqts)	Spanish 2 (HS Grad Reqts)	Pre-Calculus (A-G & HS Grad Reqts)	Journalism (HS Grad Reqts)	55
Total Instructional Minutes (with passing periods):			378		

**MSA-5 High School Sample Schedule
Early Dismissal Day (Tuesday)**

	Grade 9 (32.5 Credits)	Grade 10 (32.5 Credits)	Grade 11 (32.5 Credits)	Grade 12 (25 Credits)	Instructional Minutes
Period 1 8:00-8:52	Computer Literacy 2 (HS Grad Reqts)	Physical Education 2 (HS Grad Reqts)	English 11 (A-G & HS Grad Reqts)	English 12 (A-G & HS Grad Reqts)	52
Period 2 8:55-9:37	Spanish 1 (HS Grad Reqts)	Chemistry (A-G & HS Grad Reqts)	AP Art (A-G & HS Grad Reqts)	Robotics (HS Grad Reqts)	42
Period 3 9:40-10:22	English 9 (A-G & HS Grad Reqts)	World History (A-G & HS Grad Reqts)	Physics (A-G & HS Grad Reqts)	Marine Biology (A-G & HS Grad Reqts)	42
Nutrition 10:22-10:32					0
Period 4 10:35-11:17	Biology (A-G & HS Grad Reqts)	English 10 (A-G & HS Grad Reqts)	AP U.S. History (A-G & HS Grad Reqts)	AP Calculus (A-G & HS Grad Reqts)	42

Lunch 11:17-11:47	I				0
Period 5 11:50-12:20	ELD/Advisory	ELD/Advisory	ELD/Advisory	ELD/Advisory	30
Period 6 12:23-1:05	Integrated Math 1 (A-G & HS Grad Reqts)	Integrated Math 2 (A-G & HS Grad Reqts)	Psychology (A-G & HS Grad Reqts)	American Government (A-G & HS Grad Reqts)	42
Period 7 1:08-1:50	Physical Education 1 (HS Grad Reqts)	Spanish 2 (HS Grad Reqts)	Pre-Calculus (A- G & HS Grad Reqts)	Journalism (HS Grad Reqts)	42
Total Instructional Minutes (with passing periods):			310		

INSTRUCTIONAL DAYS AND MINUTES

Based on the sample school calendar and bell schedules above, the following table shows calculation of the instructional minutes that will be offered at the Charter School for the 2017-18 school year.

Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/Below State Req't.
6	Yes	129	388	37	310	14	268	0	0	180	54000	65274	11274
7	Yes	129	388	37	310	14	268	0	0	180	54000	65274	11274
8	Yes	129	388	37	310	14	268	0	0	180	54000	65274	11274
9	Yes	129	388	37	310	14	268	0	0	180	64800	65274	474
10	Yes	129	388	37	310	14	268	0	0	180	64800	65274	474

EARLY COLLEGE AND MIDDLE COLLEGE HIGH SCHOOLS ATTENDANCE REQUIREMENTS OF ED. CODE SECTION 46146.5, AS AMENDED BY SB 379 – N/A

Not applicable.

PROFESSIONAL DEVELOPMENT

TEACHER RECRUITMENT

The Principal establishes a hiring committee that may consist of the Principal, Dean of Academics, Dean of Students, Dean of Culture, and a teacher of the relevant subject from MSA-5. The Home Office staff joins the school-level hiring committee as needed. If applicable, the interview process includes, but is not limited to, a sample lesson through which prospective teachers' classroom management skills and subject competency are observed. In addition, teachers' technology and computer skills are tested and MSA-5's years-of-success in hiring qualified teachers has proven this process to be very effective. The following schedule is used in the hiring process:

- In order to recruit new teachers, the Principal with the support of Human Resources will start advertising on frequently visited websites such as <http://www.edjoin.org> and in local newspapers by the beginning of February. Referrals from MSA-5's staff and parents will also be taken into consideration.
- The hiring committee will conduct interviews during the months of February through August to hire the teachers. The hiring committee will consider the Charter School's mission and the target student population in selecting the most qualified teachers for the positions available.

PROFESSIONAL DEVELOPMENT

Professional development occurs at the organizational level and within each school. In addition to ongoing professional development activities that support efforts to increase student academic performance, MSA-5 provides all staff with multiple opportunities to grow professionally. MSA-5 assesses staff professional development needs through formal and informal performance observation and surveys. Based on these data and combined with the school improvement plan in our Single Plan for Student Achievement, MSA-5 determines common staff development days, and tailors staff development to individual staff needs.

PROFESSIONAL LEARNING COMMUNITIES ("PLCs")

MSA-5 is organized into Professional Learning Communities by grade level and by department. PLCs seek to transform a school into a community that fosters mutual cooperation, emotional support, personal growth, and a synergy of effort. Combined with the school improvement plans in our Single Plan for student Achievement, the answers to the following questions are studied in PLCs:

- How do we ensure that students learn?
- How do we foster a culture of collaboration?
- How do we ensure results?

We use PLCs to:

- Clarify intended outcomes
- Develop common assessments
- Jointly analyze student achievement data
- Establish team improvement goals
- Share best practices and materials
- Engage in collective inquiry and action research regarding student learning
- Support system and sense of efficacy
- Promote more engaged, motivated, and successful students with reduced absenteeism
- Focus on students' needs academically and behaviorally

As an implementation of the PLC at MSA-5, all staff will read educational literature and make informed recommendations for school and system-wide improvement. The staff will produce an annual reading list recommended by the PLCs. The following literature will be on MSA-5's staff reading list: Alan Blankstein, *Failure Is Not an Option: 6 Principles That Advance Student Achievement in Highly Effective Schools*; Dr. Robert Marzano's *Classroom Management That Works: Research-Based Strategies for Every Teacher*; Carol Ann Tomlinson's *How To Differentiate Instruction In Mixed-Ability Classrooms*, and Doug Lemov's *Teach Like A Champion*.

SCHOOL-WIDE MEETINGS AND PROFESSIONAL DEVELOPMENT ACTIVITIES

Department Level Staff Meetings

All teachers meet departmentally every month to:

- Share Time: Presentation by a member on an effective classroom strategy
- Vertically align curriculum
- Analyze student achievement data (NWEA MAP, CAASSP, ~~CELDT~~/ELPAC, grades)
- Improve instructional strategies per data indicators
- Differentiate instruction
- Plan major departmental events
- Discuss other departmental issues and policies

Department Chairs are responsible for minutes and forwarding action items to the appropriate administrative leaders.

Grade Level Staff Meetings

Grade level teachers meet once a month and collaborate on the issues below:

5. Classroom strategies
6. Sharing promising practices
7. Curricular and academic issues (grading uniformity, homework load, differentiation, and other academic issues)
8. Support for students with academic challenges (IEP, 504, RTI, SSR, Accelerated Reader, Accelerated Math, Tutoring)
9. Discussion of student academic supports (peer tutoring, mentorships)
10. Long-term projects (science fair projects, English & history & math projects)
11. Integration/thematic units/horizontal alignment of the curriculum
12. Field trips
13. Discussions and strategies for students with behavioral problems
14. School/grade level wide incentive programs
15. Other common grade level and school wide issues

Grade Chairs are responsible for minutes and forwarding action items to the appropriate administrative leaders.

Wrap Up Meetings

MSA-5 staff participates in end-of-the-year meetings to focus on evaluation of student achievement data, effectiveness of the programs such as testing, curriculum, and intervention programs, counseling, after school, and other school matters. These meetings help staff prepare a professional learning plan for themselves and review what worked well during the school year. These plans and feedback are addressed in the summer in-service program.

Summer In-Service Programs

MSA-5 holds orientations and trainings for both new and veteran teachers to familiarize them with policies and procedures regarding the Charter Schools' operations, and the academic and education program goals for the year. A teacher workshop/summer in service program is held in August for about two weeks. The program consists of at least four days of intensive training, after which teachers continue their studies at their school sites and communicate with each other via grade level and subject area email groups.

Peer Observations

MPS believes that every effective teacher is a reflective practitioner who continually evaluates the effects of his or her choices and actions on others (students, parents, and other professionals in the learning community) and who actively seeks out opportunities to grow professionally. Therefore, each teacher is required to make monthly class visits to other teachers' classrooms to observe effective strategies and reflect on his/her observations by using peer observation beneficiary forms. These forms are used to create a professional development plan for individual growth.

Formal Observations/Evaluations

All teachers are observed in the classroom by department chairs and the administrative team (Dean of Academics, Principal and Chief Academic Officer). A rubric guides observation and allows for the development of constructive feedback. MPS' formal teacher evaluation program is comprehensive and includes an evaluation of academic performance of their students. All teachers are evaluated annually. A pre-conference and post conference are scheduled for each of the evaluation.

Walkthroughs

MPS administration/Department Chairs make regular walkthroughs in each teacher's classroom. This quick and informal visit provides teachers immediate and constructive feedback in specific areas to improve instruction and student learning.

Beginning Teacher Support and Assessment Program ("BTSA")

MPS provides new teachers with BTSA, a two-year program that provides beginning teachers with collegial support, guidance, professional development, motivation to continue in the profession, and training. It links college level teacher preparation with classroom application.

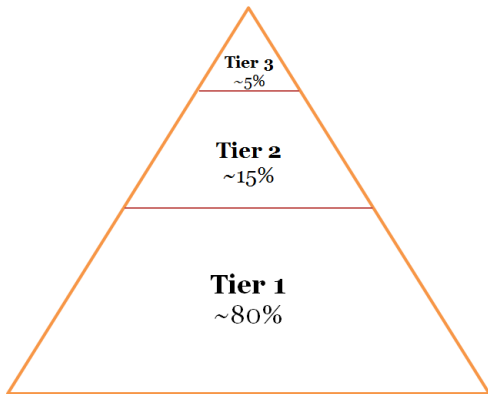
Ongoing Professional Development Program for Special Education

MSA-5 conducts ongoing in-services for special education. During the August in-service training a specialist trains our entire staff about services and programs related to students with learning disabilities. MSA-5's special education teachers train the staff on the IEP documentation and how to implement accommodations and modifications in a general education classroom. Our special education teachers attend workshops and trainings provided by the County and SELPA and attend a resource conference to hear from additional experts in the field of special education. In addition to the August sessions, MSA-5 conducts quarterly training sessions about special education. Special education teachers and paraprofessionals who are authorized to handle crisis situations and physically restrain students will complete specialized training in behavioral interventions, such as Crisis Prevention Institute ("CPI"), prior to placement in the classroom.

MEETING THE NEEDS OF ALL STUDENTS

MSA-5 quickly identifies low-achieving students through frequent benchmark assessment and review of individual student data. Students who are achieving substantially below grade level are identified through multiple measure assessments including MAP Tests, sample Smarter Balanced questions, Accelerated Reader & Accelerated Math tests and teacher-designed tests.

MSA-5 utilizes a Response to Intervention tiered approach to student intervention and support. MSA-5 implements RTI through a Student Success Team (“SST”) process. The SST team re-evaluates the learning programs/placement of the student as part of its regular reflection cycle.



Where indicated, parents/guardians of struggling students are invited to meet with teachers to discuss possible intervention methods, and learn how they can participate in helping with their child's education. Parent-teacher meetings at the Charter School are frequently followed by home visits.

The Dedicated Time Intervention Model that is written into the schedule for the MSA-5 program is a flexible intervention that can be used with a variety of curriculum and varying schedules. The Principal idea in Dedicated Time is that a school

intentionally builds consistent math and ELA intervention time into the entire school schedule.

Various implementations are possible with the Dedicated Time Intervention Model. Implementation strategies may include:

- a. Intervention block every day or 2-3 times per week (a student may have reading intervention on one day and math on the next)
- b. Intervention/Enrichment computer tutorials where the teacher can tutor selected students
- c. Specialist, instructional assistant, and volunteer support during intervention time
- d. Divide students up by need and send to different teaching team members for support during intervention blocks

During intervention teachers use educational materials that provide review, re-teach and enrichment programs. McGraw Hill's publisher resources, ALEKS, Curriculum Associates' Ready Common Core program, Kuta software, Khan Academy, Accelerated Reader and Accelerated Math program, Achieve3000, and Buckle Down allow teachers to monitor the progress of students who are achieving below grade level and provide software generated tests and personalized instructional materials based on CCSS and areas of growth.

Tiered intervention implementation is outlined below. Student progress is closely monitored through a well-integrated system of instruction and intervention guided by student assessment data.

Intervention Cycle and Process

MSA-5 uses the following to inform, monitor, and implement response to intervention strategies:

- Historical student data
- Data related to SBAC results and Spring MAP data from previous year
- Diagnostic data
- Fall MAP
- Progress monitoring
- Grades

- Interim Data
- Interim Block Assessment
- Interim Comprehensive Assessment
- Spring MAP
- Winter MAP (optional)

Tier 1: High- quality instruction, progress monitoring, differentiated learning, group interventions, classroom accommodations

The RTI process begins at Tier I with high quality instruction and universal screening of all children within the general education setting. Through the use of formative assessments such as the MAP test, schools establish a baseline to identify students who need additional support and struggling learners are provided classroom accommodations and differentiated instruction to meet their needs. Within Tier I, a student may receive the following supports:

- Adaptive programming in McGraw Hill’s ALEKS and StudySync
- Khan Academy
- BrainPOP ESL
- Discovery Education
- MyOn
- National Geographic
- 1:1 laptops
- Advisory/SSR

The length of time in Tier I interventions may vary, but generally do not exceed 8 weeks. During that time, schools will continue to evaluate student progress based on interim data such as Smarter Balanced Interim Block Exams, Comprehensive exams, and classroom assessments. At the end of this period, students showing significant progress are exited from interventions, while those needing more intensive supports are moved to Tier 2. A student success team is gathered to determine intensive support.

Tier 2: Targeted Interventions

Students not making adequate progress with Tier 1 interventions are matched with more intensive academic and/or behavioral support based on their needs. These services are provided by general education teachers, math and literacy coaches, and special education teachers. In small groups and within the general classroom setting, students may access:

- a) Power Classes (Math and English)
- b) Co-taught classes
- c) Push-in support
- d) Before and after school tutoring
- e) SSR/Advisory (see Course Description)

Students receiving Tier2 interventions may require a longer period of monitoring, however, it does not typically exceed a semester. Students who do not demonstrate progress are moved into Tier 3. While students who have shown significant progress are placed into Tier 1.

Tier 3: Intensive Interventions and Evaluation

In Tier 3 of the MPS RTI program, students receive individualized, intensive interventions that target specific skill deficiencies that include:

- i. All Tier 2 interventions

- ii. **Push-in and Pull-out support:** Education Specialists, Intervention Teachers, and Literacy Coaches provide push- in and pull- out support in core classes to learners receiving Tier 3 interventions. Support providers assist teachers in creating accommodations and differentiated learning experiences so that all students may access class materials. If it is deemed that students would benefit from further individualized support, they are pulled out for more intensive instruction.
- iii. **Study Skills classes:** Study Skills courses are taught by Education Specialists as an elective course for students in need of additional support in note taking, organization, exam preparation, assignment completion, and time management.
- iv. **Instructional aides in the classroom:** Instructional Aides support teachers with instruction by working individually with students, assisting in stations, clarifying instructions, and reteaching. IA's also provide behavioral support and reinforce the school's Positive Behavior Intervention and Supports ("PBIS").
- v. **Saturday School:** Students assigned to Saturday School work with teachers on foundational skills related to their coursework.
- vi. **Learning Center:** The Learning Center or Resource Classroom is designated as a space for both Special Education and General Education students to receive academic support from Education Specialists and Instructional Coaches. Students can complete assignments, test in small settings, use computers, and work with their peers on group assignments.

If the Student Success Team believes further intervention is necessary, then the student may be referred to special education or 504 services.

While Tier 3 students may access a variety of academic supports before and after school including tutoring, Saturday school, and teacher coaching, the majority of interventions are given throughout the school day to ensure that students receive the full benefits of their individualized instruction. Services in the learning center, push-in and pull-out assistance, instructional aides, and study skills classes are all provided to students during the school day.

Equitable Access to the Curriculum

MSA-5 utilizes an instructional program that emphasizes equitable access to the curriculum for all learners, including students with disabilities. These include:

Co-Teaching/Push-in/Pull-out Support- MSA-5 supports its exceptional populations by utilizing multiple methods of providing special education services. MSA-5 fosters an inclusive model of education. As such, Professional Development in the area of co-teaching allows teachers to grow their ability to educate and service students of varying abilities. In order to effectively implement a co-teaching model, special education and general education teachers are given time to co-plan and develop lessons so that students are provided appropriate supports and accommodations. Students who require additional assistance, receive services in a push-in or pull-out model where they receive more individualized attention.

Additionally, the digital formatting of our McGraw Hill curriculum allows teachers to collaborate on unit and lesson plans to ensure that all students' accommodations and needs are being addressed. This system is setup such that all students attend every class. The Special Education teacher and various paraprofessionals provide instructional support within the general education setting. This allows for all student groups to be supported while participating in the least restrictive environment throughout the day.

Embedded Supports- In addition to the on-site staff coordinated by the Special Education and/or RTI Coordinator, MPS contracts with an outside service provider to support children's learning needs, such as intervention specialists, speech and language therapists, and occupational therapists who work with teachers to provide the least restrictive and most accessible learning environment. Special education aides work directly in the classroom, providing customized support to students throughout the day, and are valuable members of the team.

Differentiated Instruction- Teachers at MSA-5 deliver a curriculum that is tailored to each student's interests and needs. This support includes accommodations, use of technology, and data-informed decisions, such as utilizing Lexile reading scores and bringing technology into the classroom.

ENGLISH LEARNERS

Magnolia Science Academy-5's endeavors to meet and exceed the needs of all learners, and is committed to closing the achievement gap that affects those students who are not fully proficient in English. We facilitate the acquisition and mastery of the English language as quickly as possible, while providing English Learners with access to the core content through specialized and targeted instruction, a research-based and state approved curriculum, and carefully differentiated instructional strategies. Magnolia Science Academy-5 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.

Magnolia Science Academy-5 implements a consortium-wide EL Master Plan.

Program Oversight

Consortium EL Coordinator

In order to most efficiently utilize Title III funds within the consortium, an English Learner Program Coordinator has been hired to provide direct supplemental services to ELs and teachers of ELs. The EL Coordinator supports implementation of MSA-5's EL Master Plan and program, as well as ensures that all EL services are being delivered to the member schools. Specifically, the EL Coordinator provides the following services to consortium member schools:

- Maintain, evaluate, and improve the EL Master Plan and program
- Lead the EL Coordinators at school sites, including facilitating team meetings and coordinating the EL program strategic planning process
- Oversee adoption and implementation of EL curriculum, including a newcomer program
- Oversee Title III improvement plan
- Support ELD/ELA teachers and provide appropriate professional development
- Conduct lesson demonstrations and facilitate classroom observations/walk-throughs to improve instruction for English learners
- Provide peer coaching to teachers

- Attend EL-related professional development and share resources with teachers

Teachers & Staff/Professional Development

Teachers providing specialized academic instruction for EL students at MSA-5 will hold a CLAD or BCLAD credential or other CCTC certification authorizing teaching to English learners as required by law and in addition to holding the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. In addition to ongoing professional development activities, MSA-5 provides all staff with multiple opportunities to participate in external workshops and trainings to address their individual needs. MSA-5 staff meets biweekly in departments and grade levels and shares best practices and discusses issues such as academic and behavior support for students including ELs. Staff also regularly analyzes student achievement data, including ~~C~~ELDT/ELPAC results. Intervention strategies for ELs, differentiated instruction, and use of effective pedagogical strategies are some of the topics that MSA-5 staff continues to revisit for professional development. MSA-5 also schedules PD to cover the CA ELD standards, development of units of study in ELD and corresponding assessments, and integrated strategies to support ELs, as well as teacher observation and evaluation to monitor implementation of PD in the classroom. MSA staff is required to:

- Consistently implement with fidelity the ELD curriculum as outlined in the English Learners Master Plan
- Provide instruction during core classes using research-based strategies and SDAIE methodology to ensure students are able to access grade level instruction and do not incur academic deficits while they learn English
- Attend all professional development and professional learning community sessions
- Monitor student progress in ELD and access to ~~core~~-class instruction for progress towards minimum expected benchmark achievements
- Maintain contact with the students' families and keep them apprised of their children's progress

Overview of the EL/ELD Professional Development Plan for MSA-5:

Professional development for teachers of English Learners will be extensive and ongoing at Magnolia Science Academy-5 and will include:

- ELD workshop for teachers at the MPS Summer In-Service (two-hour session with an elementary focus and a two-hour session with a secondary focus, presented by Dr. Alma Castro from CAFE/Cal State Long Beach).
- Initial training for site-level EL Coordinators at the MPS Summer In-Service.
- The MPS EL Coordinator will provide an overview of the EL Master Plan, including program placement, progress monitoring, and reclassification to all MPS schools during the first two months of the academic year (approximately 5 schools per month).
- Sessions dedicated to ELD training for teachers at each MPS Teacher Symposium (Winter and Spring).
- ELD training and shared best practices at least once per month at the school-site level staff meetings.
- Every ~~core~~-teacher will be required to attend at least one third-party ELD training.
- The MPS EL Coordinator will regularly attend high-quality professional development workshops and conferences, including a monthly Bilingual Directors' Meeting at the Los Angeles County Office of Education.

- viii. When possible, site-level EL Coordinators will attend professional development sessions and meetings with the MPS EL Coordinator.
- ix. The MPS EL Coordinator will host two (one per semester) full day meetings for the site-level EL Coordinators.
- x. Regular updates regarding ELs and ELD will be provided to all MPS principals and deans during monthly meetings at the Home Office.
- xi. The MPS EL Coordinator and MPS Math Coach will provide a workshop to math teachers that will support EL access across the curriculum.
- xii. MSA-5 teachers will have an opportunity to attend a workshop that focuses on EL students who also have learning disabilities (e.g. LACOE workshops).

How the Program Will Meet the New State ELD Standards and use the Results of the **CELDT/ELPAC to Support and Accelerate Student Progress**

Our EL programs are based on the California ELD Standards. EL instruction will be grounded in the best available research on supporting ELs in an English immersion environment and guided by the CA ELD Standards and Framework. Students are expected to advance at least 1 ELD level annually as measured by the ELPAC. Additionally, teachers of ELs assess student progress towards attainment of the standards using a standards-based curriculum and assessments (Study Sync by McGraw Hill). The ELA/ELD curriculum has integrated and designated units of study built in, and these units are based on the CA ELD standards, as well as differentiated according to level. Teachers receive training on this curriculum at the beginning of the school year and also have access to webinars for development purposes.

If students are not making sufficient academic progress as indicated through ELPAC data, MSA-5 staff works together as a team to create individual action plans and modify the EL program as needed (see description of program monitoring and evaluation).

As mentioned above, we also ensure that our teachers are qualified and supported to meet the needs of ELs. We hire teachers that are CLAD/BLAD certified (and hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment), and place a priority on hiring ELD teacher(s) that speak both Spanish (the majority of our ELs are Spanish speaking) and English. We also support teachers by providing regular and consistent professional development on English language development and standards, scaffolding and differentiation, program monitoring, and assessment of ELs.

Assessment:

Assessment of Initial Students - Newly enrolled students whose ELP is "To Be Determined" according to their Home Language Survey (and with no other documentation of their English language designation available) will be tested with the ELPAC. The ELPAC will be administered to these initial students within 30 calendar days of the beginning of the school year, or within two weeks if a student enrolls during the school year. Initial ELPAC assessments must be locally scored in order to determine the student's interim language classification and placement until official results are received. This interim information must be communicated to parents within 30 calendar days of the student's initial enrollment. Parents will be notified again of the student's official test results, once they are received. The official score provided by the test vendor is the score used by the Charter School to establish the student's ELP classification and placement.

Based on the initial student's performance on the ELPAC, he/she may be classified as an English Learner 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 until he/she meets the reclassification criteria established by MPS according to state law.

Annual Assessment of Students - Students who are classified as ELs are tested annually using the ELPAC, beginning in Spring 2018. At this time, MSA-5 is awaiting further instruction from the CDE on the administration guidelines for the ELPAC.

Parent Notification and Placement of English Learners

Parent Notification: Parents of students who are administered the initial and annual ~~CELD~~TELPAC must receive notification of the following, within 30 calendar days of test administration:

1. A description of initial or annual ELP levels, and how they are determined
2. Current language classification
3. Program placement
4. Instructional program options, educational strategies, and educational materials to be used in each program
5. Reclassification criteria
6. Instructional program options for ELs with an IEP
7. Expected rate of graduation for ELs

Parents are also given the option to meet with a school administrator if they have questions regarding their child's assessment results, placement, or classification.

Using Assessment Results for Instruction: Teachers use a variety of assessments to monitor the progress of ELs and provide software generated tests and personalized instruction based on the CA CCSS for ELA/Literacy and the CA ELD standards. MAP tests are administered at least two times a year. MSA-5 generates reports from MAP that includes student performance data for each test administration. The Charter School's leadership team and staff analyzes the student performance data and focus on addressing areas of need. Other assessments to monitor EL student progress include teacher-created ELD curricular assessments, Accelerated Reader tests, and Myon Reading tests, as well as assessments provided by the various publishers of our curriculum resources. A summary of assessments is outlined in the following table:

Beginning of Year	Weekly	End of Unit/Quarterly	Year-End
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<p>Fall MAP Test</p> <p>ELPAC (used officially for initial assessments and to unofficially determine updated ELP for annuals)</p>	<p>Teacher created assessments</p> <p>Accelerated Reader and Myon tests during SSR</p>	<p>End of ELD curricular unit assessments (McGraw Hill Study Sync)</p> <p>Publisher provided assessments and resources</p> <p>SBAC Interim Assessments</p>	<p>Smarter Balanced ELA/Literacy test</p> <p>Spring MAP Test</p> <p>ELPAC</p>
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Provide Proficiency Levels with Meaningful Access for English Learners, Including Instructional Strategies and Interventions

All MSA-5 EL students 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.

Designated ELD is defined by the CA 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.” (2014) The following tables outline how designated ELD is delivered to EL students depending on their grade and ELD level.

Secondary Designated ELD: Depending on the EL student's ELD level, he/she will be placed in either a designated ELD class, or will receive designated ELD in his/her core ELA class and/or during the Charter School's 25 minute Sustained Silent Reading (SSR) class period.

<i>Middle School - Grades 6-8</i>	
<i>Eligible Students</i>	<i>Program Description</i>
<p>ELD Levels 1-3 <i>Limited functional, somewhat functional, and moderately functional receptive and productive skills</i></p>	<ul style="list-style-type: none"> • EL students who are ELD Levels 1-3 receive one period of designated ELD. • 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.

	<ul style="list-style-type: none"> Teacher differentiates language instruction based on ELD levels. Primary curriculum used is the designated component of McGraw Hill's <i>Study Sync</i>, used in conjunction with supplemental programs such as DuoLingo, No Red Ink, and Edge.
<p>ELD Levels 4 <i>Fully functional receptive and productive skills</i></p>	<ul style="list-style-type: none"> EL students who are ELD Levels 4 receive designated ELD in their English Language Arts class, 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 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. ELA teacher works with 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 component of McGraw Hill's <i>Study Sync</i>, used in conjunction with supplemental programs such as No Red Ink, and Kate Kinsella's Academic Vocabulary Toolkit.
<i>Flexible program option: Supplemental ELD during Silent Sustained Reading period</i>	
All ELD Levels	<ul style="list-style-type: none"> Depending on the current EL population, an additional, supplemental ELD period may be provided to students. This period would take place during the Charter School's SSR period and would allow teachers to focus on language learning or domain areas of growth.

High School - Grades 9-12

<i>Eligible Students</i>	<i>Program Description</i>
<p>ELD Levels 1-3 <i>Limited functional, somewhat functional, and moderately functional receptive and productive skills</i></p>	<ul style="list-style-type: none"> EL students who are ELD Levels 1-3 receive one period of designated ELD, either during the Charter School's Advisory period, or during a non-core class. This ELD class will be scheduled so as not to interfere with a student's A-G requirements. 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.

	<ul style="list-style-type: none"> • Primary curriculum used is the designated component of McGraw Hill’s <i>Study Sync</i>, used in conjunction with supplemental programs such as Duolingo, No Red Ink, and Edge.
<p>ELD Levels 4 <i>Fully functional receptive and productive skills</i></p>	<ul style="list-style-type: none"> • EL students who are ELD Levels 4-5 receive designated ELD in their English Language Arts class, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught. • Schools have the option to create a designated class for Levels 4-5 students during an Advisory class 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. • ELA teacher works with 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 component of McGraw Hill’s <i>Study Sync</i>, used in conjunction with supplemental programs such as No Red Ink, and Kate Kinsella’s Academic Vocabulary Toolkit.

Integrated ELD - Grades 6-12

In addition to training on the ELD standards and framework, for integrated ELD, 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 ELLs with opportunities to build up their academic language*” (2009) in the content classroom. Although the framework was developed for ELLs, it is beneficial to all learners. The framework is made up of components that are broken up into five areas around the acronym CHATS:

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. The MPS EL Coordinator will work with the site-level ELD Coordinators to train teachers and provide them with the resources needed to implement this framework.

Integrated ELD is built into our new curriculum for ELA (McGraw Hill's StudySync for secondary and Wonders for elementary). McGraw Hill will provide teacher training on how to use this new integrated ELD tool, and provide ongoing support as needed.

The Myon Reading Program has also been added as an option for schools interested in an alternative to the Accelerated Reader Program or Achieve 3000 Program. Myon provides access to bilingual texts and ELD support.

In addition to providing integrated ELD through the CHATS framework, teachers will use SDAIE strategies to facilitate access to the content for ELs. SDAIE is a teaching style established to provide meaningful instruction in the content areas for transitioning EL students to make sure they move forward academically until they reach English fluency. All MSA-5 teachers will be trained in SDAIE techniques (in addition to the CHATS framework).

During whole class instruction, teachers will utilize materials within the curriculum and engage students by using thematic planning and SDAIE strategies. Manipulatives, visuals, graphic organizers, and interactive communication are just a few of the ways teachers will create an educational environment that fosters language acquisition through content based lessons.

Small group intervention will also be provided using SDAIE. When needed, teachers will work one-on-one with students to ensure that beginning English speakers progress at an accelerated rate. Depending on the needs of the EL students, teachers will use proven strategies, such as peer mentoring, multi-sensory experiential activities, modeling and tutoring, cooperative learning, and use of media and visuals, to provide effective oral language, literacy and content area instructions.

At MSA-5 teachers will employ the following SDAIE strategies to help their students:

1. Modify the language of instruction to increase comprehensibility. Simplify the language of instruction and not the concept being taught.
2. Provide instructions and messages in written and verbal form.
3. Build background knowledge before teaching a lesson.
4. Modify assignments for new students so that they can be successful doing a part of the class assignment.
5. Work toward depth, not breadth of information, presenting materials in a clear, concise, comprehensible manner, eliminating all nonessential information.
6. Impart information through several learning modalities: oral, visual, auditory, and kinesthetic.
7. Present content area vocabulary and concepts using contextual clues, such as, pictures, models and hands-on activities.
8. Provide concrete examples of words using flashcards, pictures and objects.
9. Use graphic organizers such as webs, Venn diagrams, and charts to make information more accessible. Textual material is usually too dense for second language learners.
10. Employ a variety of questioning strategies in order to determine the student's level of comprehension. Structure questions to student's level of language understanding.
11. Remain in continuous contact with the students by walking around the room and observing student work and behavior.
12. Be sensitive to all nationalities. Be aware of cultural differences and vocabulary and language nuances.
13. Write assignments and other important information on the board.

Newcomers

14. A newcomer is defined by the U.S. Department of Education as a child or youth (ages 3-21) who was not born in any state and has not attended school in any state for more than three full academic years. At MSA-5, newcomers are identified upon enrollment in our Student Information System, and are carefully monitored by school administrators, coordinators, and teachers. Depending on the student's English language proficiency, he/she may be placed in a full-period block of designated ELD, where he/she will have an opportunity to build on foundational English language skills, as well as practice vocabulary and key concepts learned in his/her core classes. In addition to using the designated component of the McGraw Hill curriculum, a newcomer student will have access to language learning programs such as DuoLingo and Rosetta Stone, as well as BrainPop ESL, No Red Ink, and NewsELA. When possible, MPS will strive to obtain tutors that speak the student's native language to help build on prior knowledge, and provide additional clarification and support. Newcomers at MPS will have access to additional academic support through 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 MSA-5. 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 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.
15. Newcomer students also receive targeted social-emotional support at MSA-5. Newcomer students and their parents are provided with a more personalized orientation (in their native language if possible) regarding school routines, school attendance, school schedule, the role of school personnel, uniform policy, using the library, emergency drills, and other topics determined by MPS staff. Some other social-emotional supports that are provided to newcomers at MPS schools are: class cohorts and being paired up with a peer that speaks their language (when possible) for in-class support and clarification, a safe space for the student to recess and eat lunch (for example, a classroom, the office, etc. if the student feels overwhelmed or stressed), frequent check-ins from teachers and school leaders to ensure that the student is adjusting and feels comfortable in his/her new environment, immediate response by school staff to bullying or discrimination, informal support activities that provide newcomer students with opportunities to speak informally in his/her native language, and encouraging newcomer students to participate in after-school clubs and sports. Newcomer families will also be invited to attend our Parent College Program, and will be provided with resources for helping their child improve literacy at home in their native language.

Process for Annual Evaluation of the School's English Learner Program

Every year, the consortium EL Coordinator collaborates with teachers, school leaders, administration, and the MPS Board to review the Charter School's EL program for effectiveness. The effectiveness of our program is measured by how well it assists ELs in attaining proficiency as well as meeting academic achievement and content standards. This process includes a survey of teachers, school leaders, and other stakeholders, and an analysis of reclassification rates and assessment data to evaluate whether the EL program is effectively meeting the needs of our students.

Based on the information gathered during this process, and if needed, the program is modified and improved. An action plan is written to address areas of need. This action plan addresses various elements of the existing program, including the curriculum, designated and integrated ELD, strategies

and frameworks utilized, amount of time dedicated to ELD, student portfolios, staffing structure for ELD, and available interventions. The action plan is reviewed and discussed by the consortium academic team, and the appropriate, recommended changes are made to the EL Master Plan and Program before being reviewed and approved by the MPS Board.

Process and Specific Criteria for Reclassification

MSA-5 uses the four criteria in state law as guidelines in determining whether or not an English Learner should be reclassified as fluent English proficient: assessment of English language proficiency (and ELPAC), comparison of performance in basic skills on the ELA/Literacy section of the Smarter Balanced test and/or MAP Reading test scores, teacher evaluation, and parent opinion/consultation. The established criteria for reclassification are as follows:

	Grades 6-12																																	
English Language Proficiency Assessment	ELPAC: Annual students will take the first ELPAC in Spring 2018. Guidance from the CDE regarding reclassification criteria is forthcoming.																																	
Basic Skills Assessment	NWEA MAP: Performance level of Basic on the MAP reading test with a minimum Fall, Winter, or Spring score of:																																	
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SBAC: ELA/Literacy score of 2 (Nearly Met) or above																																		
Teacher Evaluation	Student achieves a grade of C (70%) or above in English Language Arts (ELA). Applicable ELA grades considered are the Semester 1 final grade and current semester grade at the time of reclassification.																																	

Parent Consultation	Parent/Guardian agrees with the recommendation to reclassify. Each school will send home a notification informing parents of their child’s eligibility to reclassify. If a parent contests reclassification, they will have 14 days to respond to the Charter School using a form provided by the school site.
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Process for Monitoring Progress of English Learners and Reclassified to Fluent English Proficiency (“RFEP”) Students

EL students are consistently monitored by on-site EL Coordinators, teachers, and school leaders. Coordinators monitor student progress by analyzing scores and data, assessing samples of student work, and following up regularly with the student’s ELA/English teachers and ELD teachers to discuss the student’s progress. Follow-up services for students who do not demonstrate satisfactory progress include, but are not limited to: additional tutoring or counseling, enrichment classes, meeting with parents/guardians, and the creation of an action plan to address areas of need.

As noted, teachers regularly evaluate students’ ELD progress by examining data, and modify their instructional practices to better serve each student as needed. In order to document progress, EL Coordinators maintain an ELD portfolio for each of the Charter School’s EL students. This portfolio is used to monitor student progress at their targeted ELD level. EL Coordinators, in collaboration with teachers, use these portfolios to collect student work samples, assessments, and monitor progress towards proficiency in English. Portfolios are reviewed regularly. The school site EL Coordinator reviews the portfolio as well as the cumulative folder for each student early in the fall semester in order to provide teachers with the most accurate reflection of the student’s progress to date. The goal is for each student to progress by at least one level per year on the ~~CELDT~~/ELPAC until they can be reclassified.

The following items are the minimum requirement for ELD portfolios:

- MPS EL Progress Monitoring Form (Post Reclassification form if the student has been re-designated)
- Copies of ELPAC ~~(and, as applicable, previous CELDT)~~ and MAP scores
- Copies of SBAC scores
- Writing samples
- Interview questions for recorded oral language samples
- “Road to Reclassification” form to be filled out and reviewed by EL student

Portfolios will be maintained for a period of four years after the student reclassifies. Site level EL coordinators will monitor MAP and SBAC scores, and ELA grades using the “Post Reclassification” form found in the EL Coordinators’ Google folder. If a reclassified student falls below basic on the aforementioned assessments, or receives a 70% or below in ELA, he/she will meet with the site level EL Coordinator and Dean of Academics to determine if any intervention or additional support is needed.

PROCESS FOR MONITORING PROGRESS AND SUPPORTS FOR LONG TERM ENGLISH LEARNERS (LTELs) AND/OR AT-RISK OF BECOMING LONG TERM ENGLISH LEARNERS

A Long Term English Learner (LTEL) is defined as a student who has been enrolled in a U.S. school for more than six years. 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 MSA-5 are placed in rigorous courses designed to meet their college readiness requirements. They receive grade-level instruction that is taught using differentiated strategies, and are placed with English proficient students in core and elective courses.

At the beginning of the school year, school leaders and site-level EL coordinators will determine who their LTEL students are, and mark them in the student information system. They will review redesignation data, and determine what has prevented the student from reclassifying (MAP score, ELPAC score, ELA grade, etc.). Domains of growth will be noted in their ELD portfolios. This information is then shared with teachers and a plan of action is created to facilitate each student's growth and proficiency. If the student has an IEP, language goals and objectives will be carefully reviewed and incorporated into the plan.

Beginning in the 2017-18 academic year, LTELs at MSA-5 (grades 6-8) will also be placed in a specialized "Power English" course for one semester. This class does 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 in grades 9-12 will receive in-class, individualized support from a support teacher to further expedite their reclassification.

In addition to the above-mentioned supports, MSA-5 will focus on the following 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.
- 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.

PROCESS FOR MONITORING PROGRESS AND SUPPORTS FOR ENGLISH LEARNERS WHO ARE IDENTIFIED AS SPECIAL EDUCATION STUDENTS

For English Learners who have special education needs, early intervention strategies must be implemented as soon as intervention support has been provided and adequate gains have not been made. Early intervention means that "supplementary instructional services are provided early in students' schooling, and that they are intense enough to bring at-risk students quickly to a level at which they can profit from high-quality classroom instruction" (Madden, Slavin, Karweit, Dolan, & Wasik, 1991, p. 594). Examples of early intervention in special education for ELs include collaborative teaching, peer

and expert consultation, teacher assistance teams, and alternative programs such as those that offer supplemental services provision and specialized instruction in the context of general education. At MSA-5, our students have access to high-quality instruction designed to help them meet high expectations. Teachers will employ strategies known to be effective with English learners, such as drawing on their prior knowledge; providing opportunities to review previously learned concepts and teaching them to employ those concepts; organizing themes or strands that connect the curriculum across subject areas; using visual supports and providing individual guidance, assistance, and instruction to fill gaps in background knowledge.

MSA-5's staff works collaboratively as a team to serve students who are dually identified. This team includes trained teachers, an EL Coordinator, the resource specialist, and a school psychologist. All parties involved work strategically with the stakeholders to assess, action plan, monitor, and support student achievement.

GIFTED AND TALENTED STUDENTS AND STUDENTS ACHIEVING ABOVE GRADE LEVEL

MSA-5 is committed to supporting gifted and highly capable students in a safe, caring environment that promotes a college preparatory, STEAM education. Within all classes, teachers differentiate curriculum by making adjustments of content through depth, complexity, and pacing as appropriate to the needs of each learner. Instructional programs for Gifted and Talented students are based on the core principles that all students have the potential to excel and should have the opportunity to develop their individual abilities, interests and potential. The purpose of the MPS GATE program is not to simply identify the highest achieving students, but rather, identify students with exceptional abilities, those that go well beyond their peer group. School site academic administrators monitor student progress through our SIS system.

MSA-5's identification procedures are equitable, comprehensive, and on-going. Assessments and recommendations for the program reflect best practices and are research-based. MPS understands that examinations alone may not reflect the abilities of all students, as well as GATE students of diverse populations. Therefore, MSA-5 includes teacher and/or administrator recommendations as well as work samples in its identification process.

In order to identify a student as gifted, evidence must be gathered relating to his/her ability to perform beyond chronological peers. Data should be broad enough to discover aptitudes across racial, ethnic, and economic groups.

Data may include the following:

- School, class, and individual pupil records
- State and benchmark examinations
- Student portfolios or work products
- Interviews and questionnaires (teacher, parent, and others related school personnel)

Teachers, parents, and school administrators may submit referrals. Additionally, students at the middle and high school levels may refer themselves.

Students partake in the *Otis- Lennon School Ability Test (OLSAT)*. The OLSAT is a multiple choice test that is comprised of both verbal and nonverbal questions. It's used to measure a child's critical thinking and reasoning skills.

Students will need to perform well in the following areas:

- Following directions
- Detect similarities and differences
- Recall of words and numbers
- Classification of items
- Establishing sequences
- Solving arithmetic problems
- Completing analogies

GATE teams, comprised of the GATE coordinator or Special Education Teacher, Academic Dean, and General Education teacher, review all pieces of data and then make a determination of eligibility. All students will be monitored by our school site academic administrators through our SIS system.

Educational experiences and are designed to meet the needs of advanced learners with an emphasis on innovation, critical thinking, and logical reasoning. Through Honors classes, AP classes and dual enrollment classes, students who demonstrate high achievement, interest and/or ability are provided the opportunity to collaborate with a team of teachers and peers of similar ability within a rigorous, interdisciplinary learning environment. Curriculum and instruction are designed to extend and enrich student learning through best practices. Classes are intended to engage and challenge learners to investigate, use problem-based learning, and research.

In addition, enrichment activities supplement learning for our advanced students both within and outside the regular classroom and expose students to STEAM programs early on in their educational careers. Activities may include but are not limited to:

- Math: American Mathematics Competitions, International Mathematics Olympiad, MathCounts
- Science: Science Fairs, Lego® Robot Design, Intel International Science and Engineering Fair, Science Olympiad, National Science Bowl
 - Academic Decathlon
 - Computer and Technology Related: USA Computing Olympiad, Lego® Robot Design, FIRST Robotics Competition, VEX Robotics

Congressional Award Program (CAP)

This voluntary mentorship program is designed to help qualified students improve their skills in academics, athletics, character education, leadership, and voluntary public service. CAP is based on a committed long-term mentor-mentee relationship that encourages and equips students for life-long learning and prepares for admission into top world and U.S. colleges. Students in the CAP program commit to program goals and requirements that include weekly, monthly, and annual benchmarks. Parents are involved and community resources are used to implement a successful program. Through this program, students are eligible to receive a bronze, silver, or gold Congressional Award.

Accelerated Pathways

Students may participate in the following advanced educational opportunities:

- AP
- Honors
- Accelerated Math
- Clubs
- GATE Identification

- Online Course Options
- Dual enrollment at Community College

STUDENTS ACHIEVING BELOW GRADE LEVEL

MSA-5 identifies low-achieving students in the first days of the academic year, and implements early intervention where indicated, pursuant to the RTI model of tiered interventions detailed above. As detailed throughout this petition, MSA-5 teachers meet regularly to work in departments and grade levels. The highlight of these meetings is evaluating student data to inform instruction. All available student data (MAP, CAASPP, School/teacher assessments) is disaggregated and subject teachers work on the data. The assessment results are interpreted; students' strengths and weaknesses in specific subjects are identified and analyzed. Student progress is monitored by teachers who utilize the data and make appropriate changes in their curriculum maps, lesson plans and instructional strategies to address the needs of our students. Goals are set with the students for specific subject areas based on the assessment data that are aligned to students Four-year Plan. Teachers differentiate instruction per their students' cognitive and social needs.

Targeted English and Math intervention classes are offered during elective periods to students who are not achieving at grade level. On an as-needed basis, an Academic Success Plan (ASP) is prepared with the involvement of the recommending teacher, the Dean of Academics, and the student's parents. Such ASP's include subject-related readings, additional homework, and mandatory after-school tutoring.

The subject teachers and the Dean of Academics monitor each student's academic progress. Parents remain informed of their student's academic progress during this process via parent-student-teacher meetings and parent access to student grades and progress reports through the online school information system.

SOCIO-ECONOMICALLY DISADVANTAGED/LOW INCOME STUDENTS

The instructional design of MSA-5 addresses the needs of low-income and socio-economically disadvantaged students, who make up the overwhelming majority of our enrollment. Socio-economically disadvantaged students are identified through their participation in the Free and Reduced Lunch program. Counseling, intervention/remediation, individual tutoring and free eligibility to after school social, academic and athletic programs are some of the many programs that support our socio-economically disadvantaged students. Home visits, motivational guest speaker programs, parent meetings, university and college visits, and instructional field trips are planned to shape the educational vision of the student and the family. Socio-economically disadvantaged students have role models around them who will inspire motivation to focus on lessons and self-confidence with the discovery of their potential.

The Charter School administration ensures that these programs are available to all students, including socio-economically disadvantaged students, and works with the teachers and parents to encourage for student participation in these programs. The administration monitors the performance and progress of socio-economically disadvantaged students through the use of MSA-5's data cycle.

STUDENTS WITH DISABILITIES

Overview

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities Education Improvement Act (“IDEA”).

The Charter School shall be its own local educational agency (“LEA”) and shall apply directly for membership in a Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The Charter School shall consider membership in the following SELPAs: Los Angeles County SELPA, Southwest SELPA, and El Dorado County Charter SELPA.

In the event the Charter School seeks membership in a different state-approved SELPA, the Charter School shall provide notice to LACOE, the SELPA, and the California Department of Education before June 30th of the year before services are to commence.

Upon acceptance in a SELPA, the Charter School shall provide the County with evidence of membership. As an LEA member of the SELPA, the Charter School shall receive state and federal revenues directly, in accordance with the SELPA’s allocation plan.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team shall be assembled by the Principal and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team shall review the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which shall evaluate the nature of the student’s disability and the impact upon the student’s education. This evaluation shall include consideration of

any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA shall be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator shall ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan shall be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the "IDEA"

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all County or SELPA inquiries, to comply with reasonable County or SELPA directives, and to allow the County or SELPA access to Charter School students, staff, facilities, equipment and records as required or imposed by law.

Staffing

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in County or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and notice the necessary Individualized Education Program (“IEP”) meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; the student’s parent/guardian; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student’s progress as provided in the student’s IEP at least as frequently as report cards are provided for the Charter School’s non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing

approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

STUDENTS IN OTHER STUDENT GROUPS

Students who are homeless, experiencing housing instability, are in foster care or experiencing personal/family crisis or have other special needs are all cared for in our supportive school community. These students are identified through teacher/family/staff referral. Our Student Success Team process ensures these students receive any additional supports or interventions they may need, including referrals to outside agencies that may assist them or their families. We track the progress of these students carefully through the use of MSA-5's data cycle and ensure our school supports them in achieving success and realizing better futures for themselves and their families.

Education for Foster Youth

MSA-5 recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, MSA-5 shall provide them with full access to our educational program and implement strategies identified as necessary for the improvement of the academic achievement of foster youth in our LCAP.

As detailed in our "Education for Foster Youth Policy," in order to help facilitate the enrollment, placement, and transfer of foster youth to MSA-5, we have designated the CEO/Superintendent as the Foster Youth Liaison. The Foster Youth Liaison, in consultation and agreement with the foster youth and the individual assigned educational rights, shall make educational and placement decisions in the best interests of the foster youth.

Best interests mean that consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth has equitable access to the academic resources, student services related to counseling and health, supplemental instruction, and extracurricular and enrichment activities that are available to all MSA-5 students. MPS will make appropriate referrals to ensure that eligible students in foster care receive necessary special education services and services under Section 504 of the Federal Rehabilitation Act of 1973. Additionally, it will collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies. MPS will develop protocols and procedures for creating awareness for its staff, including but not limited to, the Principal, teachers, attendance clerks, and office staff, of the requirements for proper enrollment, placement, transfer and support of foster youth.

Education for Homeless Youth

MSA-5 refers to "homeless youth" as individuals who lack a fixed, regular and adequate night-time residence due to economic hardship. It includes children and youths who (42 USC 11434 (a)):

- Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- Have a primary night-time residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings;
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
- Runaway children or children who are abandoned; and
- Migratory children and unaccompanied youth may be considered homeless if they meet the above definition of "homeless"

The Principal of MSA-5 shall serve as the Homeless Liaison for homeless students ((42 USC 22432 (g)(1)(J) & (e)(3)(c).)

The Principal who serves as the Homeless Liaison shall ensure that:

- Homeless students are identified by Charter School personnel and through coordination activities with other entities and agencies
- Homeless students enroll in, and have full and equal opportunity to succeed at MSA-5
- Homeless students and families receive educational services for which they are eligible
- Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- Homeless children and youth shall be provided services comparable to those received by other students in the Charter School, including transportation services, educational programs, services provided under Title 1, programs for students with disabilities, programs for students with Limited English Proficiency (“LEP”), vocational and technical programs, gifted and talented programs, and school nutrition programs.
- The Principal or designee will monitor Homeless students’ progress.

“A TYPICAL DAY”

If prospective sixth grade students spent a day visiting MSA-5, they would notice students on campus before school began, from about 7:30 a.m. to 7:55 a.m., some having breakfast (as part of the federal meals program) and visiting with friends, others having breakfast and working on an assignment, perhaps with the help of an older student or an adult tutor. As it nears time for class to begin (8:00 a.m.), they would see students heading toward their classrooms.

These prospective students would observe enthusiasm in both the teachers and students. Visitors would see students in a math lesson (or any other class) where the teacher is working with half the students while the rest are working online. In the computer lab, students are seen working on a core content course during their technology integration class, focusing on applying technology skills to the current unit of study. In a science class, the teacher leads a class discussion to develop theories based on a specific inquiry for the upcoming lab. In the Advanced Math class students are tackling math brain teasers in groups. Another class is conducting an electrolysis experiment and observing the production of hydrogen gas from water. The Robotics class is working in teams designing, building, programming and testing their robots to evaluate whether the robots can accomplish the tasks they are designed for. Students are using STEAM and writing skills in a hands-on project that reinforces their learning. They would see sixth graders singing about the life cycle of a frog, and other sixth graders describing the ecosystem of the desert to their peers, some in Spanish. Visitors would see students were having fun and were engaged as they learned.

The prospective sixth graders would be intrigued by how the teachers used fun technology to explain things. One teacher would be seen introducing a poem about a pond through a PowerPoint with pictures of the pond, pond creatures and even a picture of the author when he was a kid and playing in a pond. Then she would use a smart board to show her students information on the web about the author, with the class continuing to research links on the web and read more about the author and his other poems.

What the prospective student visitors might see but not be able to put into words is that teachers were using the inquiry-based method:

- Open-ended question or demonstration (as opposed to beginning a lesson with definitions and explanations)

- Student responses and questions
- Student collaboration designing experiments or methods of inquiry
- Team experiments “data” gathering
- Student presentations of findings (oral presentation, a poster presentation or an evaluative write-up.)

At lunch, they would observe all students practicing proper manners and good dining skills, and conversations taking place at an appropriate volume. A balanced lunch is provided, through the federal meals program, and students are encouraged to drink plenty of water. Visitors might see one of our frequent guest presenters during the lunch hour, such as a local college rhetoric instructor hosting an informal chat on the history of public speaking.

The after-school program is similarly appealing to visitors. The prospective new students would see students staying after school, from 3:00 p.m. and 4:00 p.m., to participate in clubs, service learning projects, preparation for local, national and/or international competitions, and access to free tutoring by teachers, volunteers and advanced students. By the time the visiting students went home teachers were engaged in discussion with parents regarding the progress of their children and discussing cooperative strategies and action plans. And on shortened days, teachers participate in staff development meetings, from 2:30 p.m. to 4 p.m., to discuss daily school operations, participate in formal professional development and collaborate with their peers. Teachers share experiences and upcoming school wide projects are organized.

ELEMENT 2: MEASURABLE PUPIL OUTCOMES & ELEMENT 3: METHOD BY WHICH PUPIL PROGRESS TOWARD OUTCOMES WILL BE MEASURED

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607-52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, ~~or the nature of the program operated,~~ by the charter school.” (Ed. Code § 47605(bc)(5)(B).)

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” (Ed. Code § 47605(bc)(5)(C).)

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Charter School shall comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula) and AB 484 (2013), as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

STANDARDIZED TESTING

Charter School agrees to comply with state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain complete, accurate, and up-to-date California Longitudinal Pupil Achievement Data System (CALPADS) data in accordance with the requirements of California code of regulations, title 5, section 861.

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Please see See Element 1, Section 10, *The Requirements Of California Education Code § 47605(Bc)(5)(A)(ii).*

MEASURING PUPIL OUTCOMES: SUMMATIVE ASSESSMENT PERFORMANCE TARGETS

Please see Element 1, Section 10, *The Requirements Of California Education Code § 47605(Bc)(5)(A)(ii).*

MEASURING PUPIL PROGRESS TOWARD OUTCOMES: FORMATIVE ASSESSMENT

Measurable outcomes and assessment tools in each of the academic areas of the curriculum are important to tracking performance progress and provide key data about the efficacy of MSA-5’s academic program. This data is used to drive decisions about overall program development, as well as informing ongoing curriculum modifications and allocation of resources. The Principal, staff, and teachers of MSA-5 are held accountable by the MPS Board of Directors for meeting student outcome goals.

The measures that are used to assess student progress include all state-mandated standardized tests such as the Smarter Balanced Summative Assessments. MSA-5 also uses the Smarter Balanced Interim Benchmark Assessments and Block Assessments approximately five times a year that are designed to support teaching and learning throughout the year; and the Digital Library, designed to support classroom-based formative assessment processes. The Smarter Balanced Interim Assessments¹ are specifically designed to provide the following:

- Meaningful information for gauging student progress throughout the year toward mastery of the skills measured by the Summative Assessments
- Assessments of the CCSS, which can be used at strategic points during the school year.

MSA-5 administers both the Interim Comprehensive Assessments (“ICAs”) and Interim Assessment Blocks (“IABs”) to assess student learning and inform instruction.

Computer adapted NWEA MAP testing is utilized to measure student progress three times a year. As explained above in Element 1, students who are achieving substantially below grade level are identified through multiple measure assessments including MAP Tests, sample Smarter Balanced questions (as provided by the CDE’s website), Accelerated Reader & Accelerated Math tests, and teacher-designed tests. For students achieving substantially below grade level, we use educational materials that provide review and re-teach programs. McGraw Hill’s publisher’s resources, Curriculum Associates’ Ready Common Core program, and Accelerated Math² programs allow teachers to monitor the progress of students who are achieving below grade level and provides software generated tests and personalized instructional materials based on CCSS/frameworks which have not been achieved.

Teachers also, with the help of published materials, create standards-aligned formative assignments and tests that are evaluated using rubrics. Individual and team projects are evaluated using rubrics, and students are required to demonstrate research and critical thinking skills.

Assessment	Purpose/Performance Expectations	Grade	Timeline
Internally-Created Tests and Performance Tasks (presentations, papers, experiments, etc.)	Measure standards mastery across all courses/subjects.	6-12	Daily and/or weekly
Publisher-Designed Assessments	Assess mastery of unit/lesson content.	6-12	End of unit/end of semester or year.
AP Exams		8-12	In May
CAASPP	State Criterion-Based Assessment in ELA and Math	6-8, 11	In May

¹ <http://www.cde.ca.gov/ta/tg/sa/sbacinterimassess.asp>

² The Charter School reserves the right to utilize alternate [resources/curriculum/vendors/providers/etc.] as long as consistent with applicable law and the needs of the Charter School, and as adopted by the Charter School administration and/or MSA Board of Directors, as applicable.

California Science Test (CAST)	State Criterion-Based Assessment in	8, 10	In May
NWEA MAPs	National Normed-Referenced assessment in ELA and Math	6-11	September, December (optional), and June
PSAT/SAT/ACT		7-12	October, November, or December
ELPAC	Measure language acquisition	6-12	Initial: within 30 days of enrollment Annual: February to May
SBAC /Interim Assessment Blocks	To support teaching and learning throughout the year	6-8, 11	Throughout the year
SBAC Interim Comprehensive Assessment Block	Designed to provide meaningful information for gauging student progress	6-8, 11	February
PFT	To assist students in establishing lifetime habits of regular physical activity	5, 7, 9	February to May

DATA ANALYSIS AND REPORTING

As discussed extensively in Element 1, teachers use standards-aligned formative assessments to continually monitor student progress and to make adjustments on the curriculum and instructions when such is necessary and appropriate. MSA-5 utilizes diverse assessments that are aligned with the curriculum and instructional program, compliant with state expectations. Assessments are aligned to the Charter School's mission, exit outcomes and the curriculum. Results of these assessments are used to facilitate continuous improvement of the programs offered at the school site, direction of executive leadership, and short and long range planning of the Board of Directors.

The Charter School's staff, led by the Dean of Academics, department chairs, and intervention/enrichment coordinator, collects, analyzes and reviews the results of school-wide assessments and recommend modifications, if they are needed, to the Charter School's curriculum and other programs at the end of every semester.

Parents are apprised of their students' progress through quarterly report cards. The Charter School records grades, attendance, homework, and student progress reports online and provide regular access to parents. For those parents without access to a computer, MSA-5 has computers on campus available for parent use.

COOL SIS: MSA-5's "COOL" SCHOOL INFORMATION SYSTEM OR EQUIVALENT

MSA-5 uses CoolSIS or equivalent for its internal school information system. Aside from providing a very effective online communication tool for teachers, students and parents (for course material, homework assignments, projects, course grade statistics and records of student grades), the system enables MSA-5 administrators to create and print any reports within seconds. The system can produce more than 100 pre-designed reports including CA State Average Daily Attendance and CalPads reports as well as

empowering administrators to easily design reports customized to their needs. CoolSIS or equivalent is a great asset to MPS such that:

- CoolSIS or equivalent empowers Home Office staff to supervise schools easily from anywhere. Home Office staff can take a snapshot of MSA-5 at any time in any aspect including past data.
- This custom-made system is highly adjustable according to the charter schools' needs and is continuously being developed to meet specific demands as they arise.
- Longitudinal studies can be performed using CoolSIS or equivalent.

Illuminate Education is built for educators, by educators. Illuminate's mission is to create tools to promote educator and student success. They focus on student achievement and provide the teacher a tool to do it all. Assessments, report cards, gradebooks, data analysis and parent communication will no longer be in multiple places but be entered in one place, one system. Site-level educators can analyze trends, instructional leaders can shape curriculum, and teachers can make improvements and provide differentiated instruction.

Illuminate helps free our data. No matter where the data lives you can now see it all in one place. Therefore, we can make real-time, data-informed decisions. We can get a holistic view of the students. From groups to individuals, we can visualize the data based on academics, demographics, attendance, social-emotional, and quantitative ways.

Once we have the students' data, we can analyze it through 23 pre-built assessment reports or custom reports based on what we need. We can start intervention sooner to use it as an early warning system that helps identify at-risk students based on factors you determine. Students can feel empowered to take ownership of their learning by viewing assessment results and teacher feedback to see opportunities for growth.

GRADING, PROGRESS REPORTING, AND PROMOTION/RETENTION

The primary purpose for grading is to provide feedback to students and parents on the achievement of learning goals. At least two progress reports and two report cards are mailed home per year. Progress reports are not final and indicate a student's performance to-date in the semester. Report cards are issued at the conclusion of each semester. Report cards are mailed home and include final grades that are reflected on a student's transcript.

At MSA-5 course report card grades are to be represented in letter-grade equivalent to the percentage earned in each course. Course report card grades are based on in-class performance tasks (assessments, projects, assignments, and classroom participation), homework, responsibility, and in some instances, additional discretionary components. Each department works with the Department Chair in conjunction with the Charter School's Dean of Academics to develop specific and consistent weights for each component, to be shared with parents and students.

MSA-5 follows a standard scale to assign letter grades for semester work. Grading is based on a 4.0 (unweighted) scale for regular courses and 5.0 (Honors weighted) scale for Advanced Placement and honors courses.

MIDDLE SCHOOL GRADE PROMOTION

In grades 6 through 8, for year-long courses, the numerical grades of two semesters will be averaged to determine an end-of-the-year grade. The average numerical grades are then converted to a letter-grade and grade-point equivalent for grade point average (“GPA”) calculations. To earn credit, the end-of-the-year grade for the class must be at least a “C” (=2.0) or the second semester grade should be at least a “B-” (2.7).

To be promoted to the next grade, a middle school student must have a 2.0 GPA and passing end-of-the-year grades in all core courses before the start of the next school year. Core courses are Math, Science, English Language Arts, and History/Social Science.

If the student has a failed core course or has a recalculated GPA less than 2.0 after the summer before the start of the next school year, the student will be recommended for retention in the current grade unless the Charter School administration determines that retention is not the appropriate intervention for the student’s academic deficiencies. In that case, promotion is contingent upon a detailed plan to correct deficiencies. A detailed description of our student appeals can be found in our Student/Parent Handbook.

HIGH SCHOOL GRADE PROMOTION

In high school, course grades are semester-based and credit is granted at the end of each semester. Students need to have an end-of-the-semester final grade of at least a “C” (=2.0) to earn credit for the course.

To be promoted to the next grade, a high school student must have a 2.0 GPA and the minimum required credits described below before the start of the next school year. (Core courses are Math, Science, English Language Arts, and History/Social Science.) A detailed description of our student appeals can be found in our Student/Parent Handbook.

- To be enrolled in grade 10, a student must have a minimum of 50 credits, including at least 20 credits in core courses.
- To be enrolled in grade 11, a student must have a minimum of 100 credits, including at least 50 credits in core courses.
- To be enrolled in grade 12, a student must have a minimum of 150 credits, including at least 90 credits in core courses.

ELEMENT 4: GOVERNANCE

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” (Ed. Code § 47605(~~bc~~)(5)(D).)

GENERAL PROVISIONS

As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School.

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amends the bylaws, Charter School shall provide a copy of the amended bylaws to the County within 30 days of adoption.

Charter School shall send to the County copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the County copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on Charter School’s website will satisfy this requirement.

The County Board reserves the right to appoint a single representative to the Charter School governing board pursuant to Education Code section 47604(b).

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

Charter School shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and section 504 of the Rehabilitation Act of 1973 (“Section 504”), including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School shall notify all of its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall adopt and publish complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX or Section 504.

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including but not limited to all applicable requirements of *California Code of Regulations*, title 5, section 4600 et seq.

Charter School shall adhere to all applicable federal and state laws and regulations regarding pupil fees, including Education Code sections 49010 - 49013, and extend its uniform complaint procedure to complaints filed pursuant to Education Code section 49013.

Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the Local Control Funding Formula legislation provisions set forth in Education Code section 52075.

RESPONDING TO INQUIRIES

Charter School, including its nonprofit corporation shall promptly respond to all reasonable inquiries, including but not limited to inquiries regarding financial records from the County, and shall cooperate with the County regarding any inquiries.

NOTIFICATION OF THE COUNTY

Charter School shall notify LACOE in writing of any citations or notices of workplace hazards, investigations by outside governmental regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g., loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify LACOE in writing of any internal investigations within one week of commencing investigation. Charter School shall notify LACOE within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

STUDENT RECORDS

Upon receipt of a student records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., which include provisions regarding rights to access student records and transfer of records for youth in foster care.

PARENT ENGAGEMENT

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to Charter School.

FEDERAL PROGRAM COMPLIANCE

As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal programs. Charter School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Charter School agrees that it will keep and make available to LACOE any documentation necessary to demonstrate compliance with the requirements of ESEA and other applicable federal programs. Charter

School also acknowledges that, as part of its oversight of Charter School, LACOE may conduct program review for federal as well as state compliance.

GOVERNANCE STRUCTURE

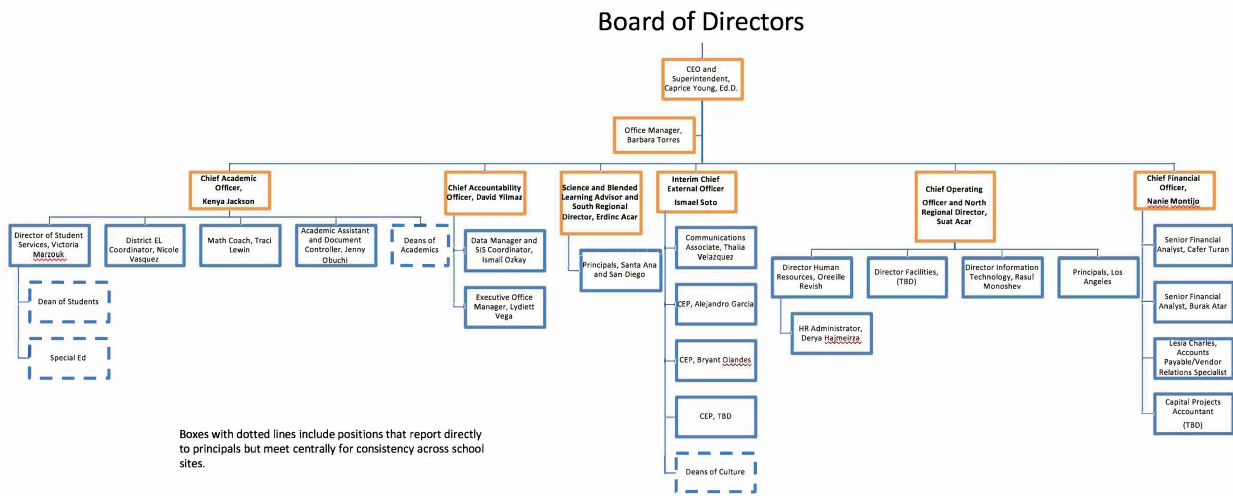
NONPROFIT PUBLIC BENEFIT CORPORATION

Magnolia Science Academy-5 is a direct funded independent charter school operated by the Magnolia Education and Research Foundation, doing business as Magnolia Public Schools, a California Nonprofit Public Benefit Corporation, pursuant to California law. The MPS Board of Directors is responsible for the oversight of MSA-5. The Board delegates all school management decisions, such as hiring teachers and school staff, day-to-day school management and adherence to Charter School policy, to the Chief Executive Officer/Superintendent of MPS and lead school site staff.

ORGANIZATIONAL CHARTS

The following briefly details the roles of the Home Office lead staff, followed by an Organizational Chart for the school site.

MPS ORGANIZATIONAL CHART:



(A school site organizational chart is included below.)

Magnolia is structured as a single 501c3 not-for-profit organization which includes both the home office and the ten school sites. ~~MSA-5 leases its facilities from LAUSD~~ MSA-5 is located on a private site located at 18220 and 18238 Sherman Way, Reseda, California 91335. The school site personnel report to their site principal who, in turn, reports to the home office Regional Director. The Regional Director ensures that the school site receives effective operational, academic, and financial support from the home office staff on a shared basis with the rest of the Magnolia schools. The leadership and board receive financial reports broken out by site (each school and the home office) and annual independent school audits, as well as a consolidated audit, conducted by outside auditors (in addition to all required reviews).

BOARD OF DIRECTORS

The MPS Board of Directors (“Board”) is responsible for overseeing Magnolia Science Academy-5’s operation and governance. The Board is responsible for hiring and supervising the CEO. (See below for further details about the Board’s role and operation.)

MAGNOLIA PUBLIC SCHOOLS HOME OFFICE (“HOME OFFICE”)

The Magnolia Public Schools Home Office executes the decisions and policies set by the Board. Through the Home Office, MPS establishes its educational mission in all MPS schools. The Home Office provides services to the charter schools, supports and holds accountable the charter schools for compliance and meeting charter goals, provides best practices in curriculum and professional development, and sets up systems and processes that support academic achievement and growth, operational effectiveness, and financial sustainability. The Home Office manages business operations of schools, which reduces program and operations-related burdens of the Charter School administration and enables the charter schools to receive services at a lower cost. The services of the Home Office include, but are not limited to:

- **Academics**
 - Academic standards, assessment, compliance and evaluation
 - Curriculum
 - Professional development and coaching
 - Special Education support
 - English Learner support
 - Gifted and Talented and special programs support
 - Science and blended learning advisory
- **Operations**
 - Governance support
 - Finance and accounting
 - Purchasing and contract compliance
 - Policies and procedures management
 - Legal
 - Facilities
 - Risk management
 - Information technology and data management
 - Auditing and compliance
 - Regional school site operational support
- **Talent**
 - Human resources operations
 - Recruitment and hiring
 - Credentials and qualifications oversight
 - Leadership development and career path support
- **External Relations**
 - Family and community engagement
 - Facilitation of school site governance councils and LCAP management
 - Development
 - Communications

Chief Executive Officer/Superintendent (“CEO”)

The CEO embodies, advocates, and puts into operation the vision, mission, and strategic direction of MPS, and oversees all aspects of the organization, including financial, operational, educational operations, and strategic planning. The CEO is not a member of the Board, but will fulfill the role of the corporation's general manager and will have general supervision, direction, and control over the corporation's business and officers, subject to the control of the Board. The CEO hires, supervises, disciplines, and as needed, dismisses the Charter School's Principal, who, in collaboration with the CEO and the HR department at the MPS Home Office, hires, promotes, disciplines, and as needed, dismisses staff and teachers at the Charter School. The CEO also oversees hiring, supervision, professional development, evaluation and dismissal of all C-level positions at the Home Office. All the C-level positions report to the CEO.

The Board ensures that the CEO is evaluated formally at least once annually, and the CEO, in turn, evaluates the Home Office staff.

Chief Academic Officer ("CAO")

Reporting to the CEO, the CAO is responsible for both sustaining and improving the culture of high academic excellence in all Magnolia Public Schools. The school administrators at each charter school as well as the curriculum and instructional support staff report directly to the CAO, who has primary authority and accountability for the academic performance of all schools. The CAO provides leadership, vision, and strategic direction for MPS' curriculum, instruction, assessment and school improvement initiatives overseeing professional development for all school leaders and supervising academic management of the charter schools.

Chief Operations Officer ("COO")

The COO leads all internal operations and, working in partnership with Magnolia's Home Office Executive Team, Board and other leaders, creates the strategic five-year plan and implement new processes and approaches to achieve it. The COO serves as the internal leader of MPS, coordinating the annual operations plan and leading the performance management process that measures and evaluates progress against goals for MPS. The COO provides for all staff a strong day-to-day leadership presence; bridges all functions and supports an open-door policy among all staff; provides Board support; and leads the organization's Regional Directors and Principals. Additionally, the COO directs and manages the various core business, financial, process, and systems functions of the MPS centralized Division of Human Resources. Provides strategic and operational direction to assigned organizational components, and provides leadership to the institution in strategic human resources planning and policy, process, and systems development. Directs organizational structuring and staffing, and oversees the supervision of all managerial, professional, paraprofessional, and support staff in each organizational component. Facilities and Technology Departments report to the COO as well.

Chief Financial Officer ("CFO")

The CFO is responsible for the financial performance of MPS and each of its schools. The CFO provides effective leadership to ensure sustainability, growth, and expansion and advises the CEO and Board on strategic financial plan, financial analysis and business modeling. The CFO ensures ethical and responsible decision-making, and appropriate financial management and governance practices.

Chief Growth Officer ("CGO")

The CGO provides effective leadership to ensure sustainability, growth, and expansion and advises CEO and the Board on those areas, including facilities and risk management.

Chief External Officer (“CXO”)

The CXO is regularly required to provide strategic leadership in developing, achieving and maintaining the best possible proactive planning and communication outputs to support MPS initiatives that support student achievement. The CXO is continually required to coordinate, analyze and evaluate complex ideas and situations and communicate these items in easy-to-understand language. The CXO is also required to effectively communicate (interpersonal, intercultural and public speaking), negotiate and advise. The CXO serves as the interim CEO when the CEO isn’t available.

Chief Accountability Officer

The Chief Accountability Officer is responsible for overseeing all non-financial reporting and compliance functions, preparing and implementing the annual surveys, and ensuring that the organization and staff use consistent, rigorous evaluation tools to maintain the efficacy of Magnolia programs.

Regional Directors (North and South)

The Regional Directors are responsible for managing and supporting the assessment of school needs and the design, implementation and evaluation of academic and business programs that facilitate the professional development and continuous learning of team members, particularly Principals and emerging leaders.

Director of Student Services

The Director of Student Services is responsible for the effective coordination, delivery, evaluation and refinement of student services throughout MPS schools, and for ensuring that all programs are aligned with the outcomes for student success. Student services programs include student health services, psychological services, social work services, guidance services, and other student services.

Director of Informational Technology

The Director of Informational Technology develops instructional material, coordinates educational content, and incorporates current technology in specialized fields that provide guidelines to educators.

Director of Partnerships

The Director of Partnerships works under the supervision of CEO, is involved with all aspects of developing and maintaining external program partnerships, corporate partnership and volunteer programs. This position requires an individual who is a strategic thinker, can anticipate and troubleshoot possible issues that may arise in volunteer and external partnership development.

District EL Coordinator

The District EL Coordinator reports to the CAO. The Coordinator will provide direct supplemental services to English Learners and teachers of EL at all consortium member schools. The EL Coordinator supports implementation of the LEA’s EL Master Plan and Program and ensures that all appropriate EL services are being delivered at each member school.

Science and Blended Learning Advisor

The Science Blended Learning Advisor will have three primary functions: serving as the primary science teacher, leading an advisory of students and being a contributing team member to multiple teams. Duties include but are not limited to: engaging in rigorous data analysis, meeting with students on an individual basis to set goals, and developing a digital curriculum that is aligned to the College Readiness Standards and State Standards.

Academic Assistant and Document Controller

The Academic Assistant and Document Controller will provide assistance to the administrative team. Duties include, but are not limited to: answering phones, producing reports for school districts, LACOE, and other government agencies, and performing diverse managerial responsibilities within the areas and limits of authority as delegated by the school principal.

Data Manager and SIS Coordinator

The Data Manager and SIS Coordinator will lead the implementation and subsequent operations of both the Student Information System and the Library Automation System within the MPS Site.

Senior Financial Analyst (“SFA”)

The Senior Financial Analyst will monitor and oversee accounting, budgeting, accounts payable, payroll, cash management, financial reports, audits, and fiscal compliance and reporting. The SFA will ensure that Magnolia has the accounting and compliance systems and procedures in place to support effective school operations and will work closely with the school principals, program and operations leaders, and the accounting staff.

Capital Projects and Facilities Manager

The Capital Projects and Facilities Manager is responsible for managing the design, planning, construction and maintenance of equipment, machinery, buildings and other facilities. The Facilities Manager plans, budgets and schedules facility modifications, including estimates on equipment, labor materials and other related costs.

Director of Human Resources

The Director of Human Resources is responsible for executing the direction of human resources operations and support across all employee types including faculty and non-faculty employees. This includes interpretation of MPS HR policies, providing consultation and advice on HR issues and concerns, and implementing HR strategies and plans within the MERF.

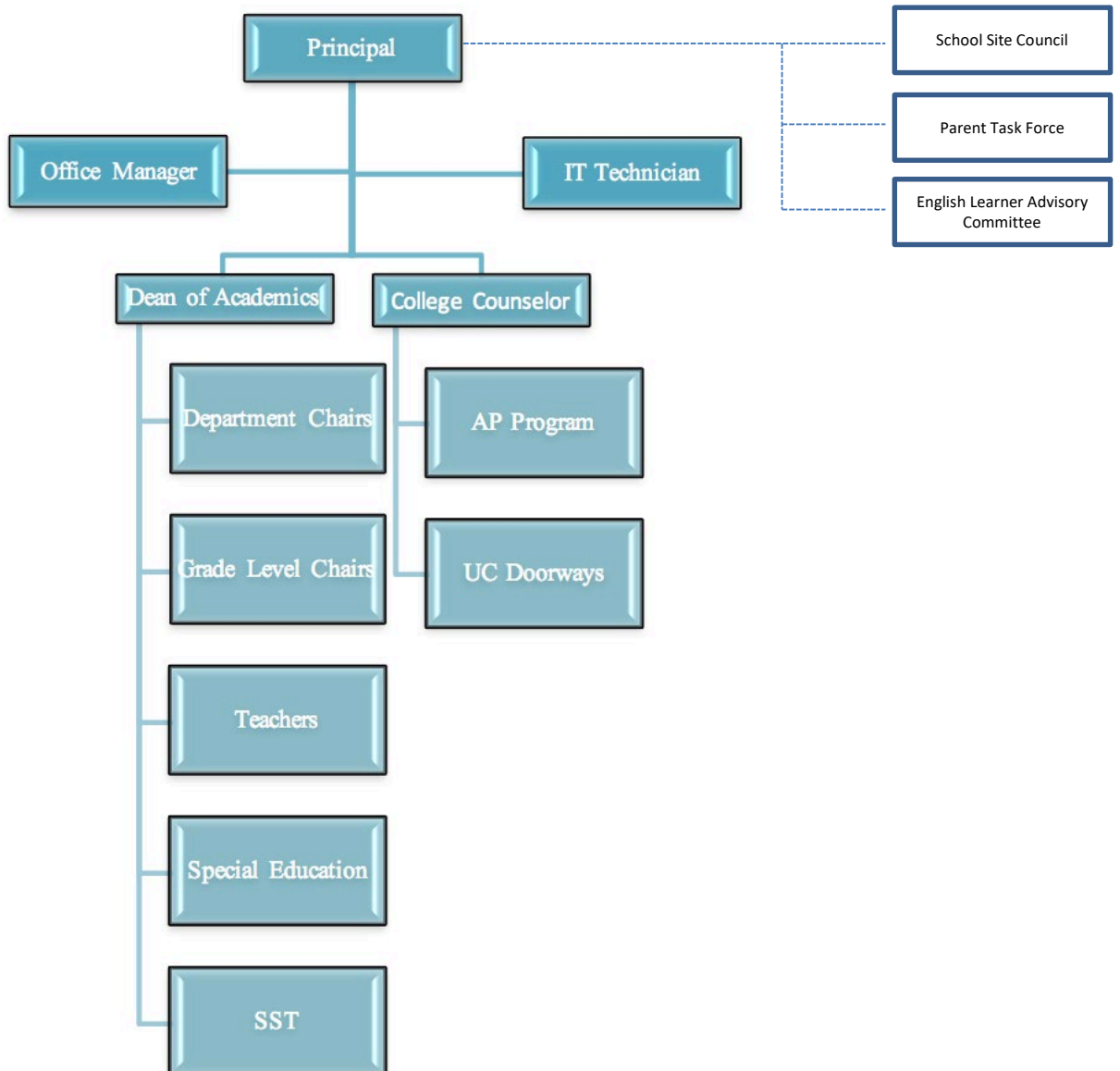
HR Administrator

This position acts as a liaison between employees and provides administrative support to the HR function as needed (e.g., correspondence generation, record keeping, file maintenance, Human Resource Information System (“HRIS”) entry). The HR Administrator also ensures plans are administered in accordance with federal and state regulations and plan provisions are followed.

Math Coach

The Math Coach is a certified teacher who works with classroom teachers in assisting with the full implementation and monitoring of the District’s adopted math program in response to intervention needed for student achievement. The Math Coach conducts demonstration lessons to ensure that all teachers have been trained to an advanced level of delivery and are using the instructional materials as designed.

CURRENT ORGANIZATIONAL CHART OF MSA-5



Magnolia is structured as a single 501c3 not-for-profit organization which includes both the home office and the ten school sites. MSA-5 is not independent from the rest of Magnolia's schools and home office. [MSA-5 leases its facilities from LAUSD MSA-5 is located on a private site located at 18220 and 18238 Sherman Way, Reseda, California 92335.](#) The school site personnel report to their site principal who, in turn, reports to the home office Regional Director. The Regional Director ensures that the school site receives effective operational, academic, and financial support from the home office staff on a shared basis with the rest of the Magnolia schools. The leadership and board receive financial reports broken out by site (each school and the home office) and annual independent school audits, as well as a consolidated audit, conducted by outside auditors (in addition to all required reviews).

As MSA-5 student enrollment grows we will increase staffing accordingly, including two additional deans (one Dean of Students and one Dean of Culture), office staff, janitorial staff, teachers and aides. MSA-5 currently has a Dean of Academics who also serves as the Dean of Students and College Counselor.

While full job descriptions are provided as required in Element 5, the following briefly summarizes the leadership team roles at MSA-5:

Principal

The Principal is the senior authority at the Charter School, and is responsible for the day-to-day operation of the charter school. The Principal is the educational and instructional leader of the Charter School, and collaborates with the Chief Academic Officer on school operations and management. The Principal also reports to LACOE as required.

Dean of Academics

The Dean of Academics coordinates all academic activities, leads professional development, and oversees curriculum, instruction, and assessment at the Charter School.

Dean of Students

The Dean of Students provides for enforcement of school rules, oversees appropriate and reasonable student discipline, and helps students develop positive behavior through a student discipline management system.

Dean of Culture

The Dean of Culture fosters a school climate that supports the Charter School's vision and mission and builds effective relationships among teachers, parents, and the community to improve school culture.

GOVERNING BOARD COMPOSITION AND MEMBER SELECTION

The current Board consists of nine dedicated individuals. Each member of the Board has been carefully chosen for his/her passion and commitment to the MPS vision and mission, dedication to education, area of professional expertise, service to the community, and ability to support the vision and mission of MPS. No current employees may serve on the Board of Directors.

Each director shall hold office for five (5) years and until a successor director has been designated and qualified. Board terms are renewable upon mutual consent between the Board and the member. MPS's governance structure provides for staggered terms; this is accomplished through our Bylaws by appointing members of the Board at different times and for staggered terms.

In accordance with the Bylaws, all directors are designated by a vote of the existing Board of Directors. Any vacancy occurring on the Board of Directors shall be filled in accordance with the Bylaws. Any member of the community may refer a potential candidate to the Board. The Chairman of the Board of Directors will appoint a committee to designate qualified candidates for election to the Board of Directors. This Nominating Committee shall make its report and forward it to each board member with a list of all candidates nominated by the committee. The Board shall strive to include directors who have expertise in education, law, finance, non-profit management, community engagement and more. The Board is committed to maintaining community representation on the Board (e.g., persons who live within the communities where our schools reside). Although not required, the Board will strive to create an odd number of Directors for voting purposes. The Board will strive to seat new Directors as promptly as possible upon any vacancy or change in the Board's designated number of directors.

Pursuant to California Education Code § 47604(~~bc~~), the County Board reserves the right to appoint a representative to MPS' Board. If the County Board chooses to do so, MPS may choose to appoint an additional member to ensure that the Board is maintained with an odd number of directors.

GOVERNANCE PROCEDURES AND OPERATIONS

BOARD MEETINGS AND DUTIES

All meetings of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act and Education Code Section 47604.1(c)(4). The Board shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board.

Regular meetings of the Board of Directors shall be held monthly at a date and time set by the Board (the second Thursday of the month, unless otherwise stated). Meetings will be held in person in the physical boundaries of the county in which the greatest number of pupils enrolled in the charter schools managed by MPS reside ~~a location within the Board's jurisdiction~~. The schedule for regular Board meetings will be included in the Charter School's monthly calendar that will be distributed to all parents at the Charter School. Meeting notices and agendas will be made available and posted to the public prior to board meetings (both online posting as well as physical posting at the school site for public viewing on the school's bulletin board, front gate, and/or school entrance). For all regular meetings, an agenda will be posted 72 hours in advance. A book of minutes of all meetings, proceedings, and actions is kept at the MPS Home Office or such other place as the Board may direct according to its Bylaws. All of our approved minutes are accessible online through our Board On Track platform, which is linked on our website giving easy access to parents and stakeholders. In accordance with the Brown Act, special meetings of the Board may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda.

~~As a multi-jurisdictional entity and per filings with the Fair Political Practices Commission ("FPPC"), the Brown Act authorizes MPS to hold its meetings in one of several counties across the state. (Cal. Gov. Code §54954(b).)~~ To ensure public participation for Los Angeles County stakeholders, MPS provides video and/or phone conferencing access at ~~one or more of its~~ each school site and resource center within LAUSD's boundaries (and all schoolsites and resource centers operated by MPS). This allows members of the public to watch and participate in Board meetings via live video and/or phone conferencing capabilities from school sites, homes, or the location of their choice. Information about the participation procedure is included on the agenda and information web pages for the meetings. All participants/speakers have access to language translation services if requested in advance.

Members of the Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- At a minimum, a quorum consisting of a majority of the members of the Board shall participate in the teleconference meeting from locations within the boundaries of the physical boundaries of the county in which the greatest number of pupils enrolled in the charter schools managed by MPS reside ~~a school district in which at least one of the charter schools operated by the Corporation operates;~~

- All votes taken during a teleconference meeting shall be by roll call and in compliance with Brown Act Regulations;
- If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

MPS has adopted a Conflicts of Interest Policy that complies with the Political Reform Act, Corporations Code, ~~and~~ County policy, and Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1. The Board of Directors attends an annual in-service for the purposes of training individual Board members on their responsibilities with topics including at minimum, Conflicts of Interest and the Brown Act.

The Board's responsibilities include, but are not limited to, the following:

- Exercises fiduciary role to ensure that the Charter School is properly managed;
- Maintains legal status; ensures the proper paperwork is submitted to governmental agencies;
- Reviews financial and business dealings and exercises proper judgment in avoiding conflicts of interest;
- Approves and monitors the annual budget and budget revisions;
- Reviews and approves periodic financial reports (balance sheet, income statement, changes in financial position);
- Determine the methods of raising revenue and approving all debts;
- Ensures that proper internal controls are in place and maintained;
- Establishes mission and strategic direction for the organization and approves goals and objectives designed to achieve those ends;
- Reviews strategic plan and progress;
- Assesses program evaluation plan;
- Assesses compliance/progress in achieving educational and other outcomes agreed to in the charter petition;
- Develop, adopt and periodically review written policies;
- Hires CEO and evaluates the CEO's performance;
- Assures long-range commitments of resources; establishes a fund development plan and participates in its implementation;
- Establishes and communicates clear expectations of Board membership;
- Assures effective participation of all directors;
- Defines, communicates and assures the role of the Board, committees, and CEO in making decisions;
- Promotes the organization to parents and the general public, including serving as an emissary of the organization to the broader community;
- Promotes cooperative action with other charter and traditional public schools, including activities and occasions when the Charter School should take part in coalitions, shared programs, and joint action;
- Approve awarding of contracts in excess of the delegated authority. Our purchasing software has a control feature that limits approval authority per position as stated in the Fiscal Policy PUR101: up to \$5,000 for Principals, up to \$10,000 for Executive Team, up to \$25,000 for CEO/Superintendent,

over \$25,000 for MPS Board of Directors. The Board reserves the right to update its fiscal policies, including approval authorities, from time to time in public meetings.

- Approve charter resolutions as necessary and submit requests for material revisions as necessary to the authorizer for consideration;
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions;
- Recruit and appoint new Board members and provide for orientation training;
- Maintain Board operations; and,
- Assess its own performance.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with this charter or the purposes for which MPS and its schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of MPS any of those duties such as, but not limited to budget approval or revision, contract approval, approval of the fiscal audit and performance reports, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

1. Be in writing;
2. Specify the MPS Site designated;
3. Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise, and the beginning and ending dates of the delegation; and
4. Require an affirmative vote of a majority of Board members.

BOARD COMMITTEES

The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the authorized number of directors. The Board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board's resolution, except that no committee may:

- Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- Fill vacancies on the Board or any committee of the Board;
- Amend or repeal bylaws or adopt new bylaws;
- Amend or repeal any resolution of the Board that by its express terms is not so amendable or subject to repeal;
- Create any other committees of the Board or appoint the members of committees of the Board;
- Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- Approve any contract or transaction to which the corporation is a party unless delegated such authority by the full board.

Meetings and actions of committees of the Board shall be governed by the Brown Act [and Education Code Section 47604.1\(c\)\(4\)](#). Minutes of each meeting shall be kept and shall be filed with the corporate records.

STAKEHOLDER INVOLVEMENT

All stakeholder groups within the school community play a vital role in advancing the vision and mission of MSA-5 and its programs. MPS is committed to ensuring that all stakeholder groups – staff, families, students and community members – have a voice in matters critical to the Charter School’s success. MPS strongly encourages parents to participate in and share the responsibility for the educational process and educational results of MSA-5. In addition to parent representatives on the Board of Directors, parents are active participants in developing local school policies and leading efforts to engage the support of the community, making recommendations about issues related to the Charter School, and reviewing parental and community concerns. The following are the primary mechanisms through which stakeholders at the school site impact decision-making:

SCHOOL SITE COUNCIL (“SSC”)

The School Site Council is a body that works with the Principal to develop, review, and evaluate school programs. The SSC consists of:

- a. The Principal
- b. 4 teacher representatives selected by teachers at the Charter School
- c. 1 other school personnel selected by peers at the Charter School
- d. 3 parents of students attending the Charter School selected by such parents
- e. 3 students selected by students attending the Charter School

The SSC meets at least four times a year, and makes recommendations and participates in a shared decision-making process regarding matters of interest to families and teachers, including budget priorities, approval of Title I budget, resource allocation, school events/activities and fundraising at the local school level. The SSC also develops and approves Single Plan for Student Achievement, recommends it to the Board for implementation, and evaluates its effectiveness annually.

The Charter School will use their website to update parents and stakeholders with their school calendar, meeting dates, accountability plans, upcoming events, and more.

The Principal is responsible for communicating the SSC’s recommendations to the CEO and/or Board (though all parents/teachers are invited to attend any Board meeting per the Brown Act.)

ENGLISH LEARNER ADVISORY COMMITTEE (“ELAC”)

- State law mandates each school site with 21 or more students of Limited English Proficiency in attendance, regardless of language, to form a functioning English Learner Advisory Committee. The ELAC will be formed at MSA-5 when the site has 21 or more students of LEP. The ELAC membership will include: Parents of ELs (at least the same percentage of the ELAC membership as ELs constitute of the Charter School's total student population), Charter School staff, and /or community members as long as the minimum percentage requirement for EL parents is maintained. The ELAC will advise the Principal and staff on programs and services for English Learners, and participate in annual goal setting and evaluation of EL achievement and needs (including the LCAP).

PARENT TASK FORCE ("PTF")

The PTF is the Parent/Guardian Club at MSA-5, with a mission to contribute in building a rich supportive environment for students. The PTF works in partnership with the administration, teachers and parents of MSA-5. All parents or guardians of students currently enrolled in MSA-5 are general members of the PTF, who elect leaders annually including a President, Vice President, Secretary, and Treasurer. The PTF holds monthly members' meetings during the school year.

The PTF facilitates students' success in the 21st century classroom and workforce by promoting and supporting high levels of academic performance, while fostering positive growth in social/emotional behaviors and attitudes. This will include, but is not limited to:

- Supporting the Charter School in its mission;
- Promoting communication and mutual respect among parents, faculty and administration;
- Supporting the educational and social objectives of the Charter School through PTF-sponsored programs;
- Providing direct financial support to the Charter School through organized fundraising events;
- Providing financial assistance to programs that directly impact teachers and students;
- Organizing community-building and civic engagement events.

There are various opportunities for parents to volunteer at MSA-5. For example, they may help in classrooms, lead extra-curricular activities, assist in event planning, tutor, assist with lunch distribution, and attend instructional field trips. All parents are encouraged – but not required – to contribute a minimum of 10 hours per year to the Charter School. Parents are encouraged to volunteer at Back to School Nights, PTF meetings, newsletter and various other opportunities. No child will be excluded from the Charter School or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged volunteer hours.

STUDENT-TEACHER-PARENT PORTAL

As noted above, MSA-5 uses CoolSIS or equivalent, an online web portal, to enable parents, students, and teachers to communicate more efficiently. Teachers have a webpage for every class in which they post course material, homework assignments, projects, course grade statistics and records of students' grades on quizzes, tests, class participation and homework assignments. Students and parents use confidential passwords to log on.

Families without home computers are encouraged to come to the Charter School and use one of the available computer stations. Classes are held at the Charter School on how to use the portal as well as how to access it via computers, smartphones and free Internet access at public libraries.

The charter school will use its website to support stakeholder involvement by actively updating the school calendar with meetings and opportunities for parents in both English and Spanish. Feedback from parents is collected through our PTF meetings and our yearly stakeholder surveys. We also give parents the opportunity to be a part of the LCAP process during the School Site Council meetings.

ELEMENT 5: EMPLOYEE QUALIFICATIONS

“The qualifications to be met by individuals to be employed by the charter school.” (Ed. Code § 47605(bc)(5)(E).)

EQUAL EMPLOYMENT OPPORTUNITY

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including but not limited to recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of Education Code sections 47605(l) and 47605.4(a), and shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit or other document required for the teacher’s certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment. Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

EMPLOYEE POSITIONS AND QUALIFICATIONS

All personnel commit to the MPS mission and vision and abide by the MPS Employee Handbook. All employees’ job descriptions and work schedules are reviewed and modified as needed to meet the needs of the Charter School and its students. The job descriptions are based on the job duties for each employee and determined as part of the individual employment agreement.

Principal

The Principal will orchestrate program and service delivery to students through teaching and auxiliary staff. Deans will assist the Principal in instructional program administration and student activities and services.

Skills and Qualifications for the Principal:

- Bachelor’s degree required (preferably in Education, or a STEAM related field)
- Administrative credential or related Master’s Degree preferred
- Experience in teaching STEAM related subjects and administrative duties preferred
- Up-to-date computer and technology knowledge

- Knowledge of school law, finance, and curriculum
- Ability to manage personnel
- Ability to interpret policy, procedures, and data
- Proven commitment to the values, mission and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education
- Exceptional organizational, communication, public relations, and interpersonal skills

Principal's Responsibilities and Duties:

- Monitor instructional and administrative processes to ensure that program activities are related to program outcomes and use findings to take corrective actions.
- Report to and consult with the Home Office
- Hire, supervise, and evaluate the faculty and charter school site staff
- Comply with local, state and federal laws and regulations affecting the Charter School
- Compile, maintain, and file all physical and computerized reports, records, and other documents required by law and MPS policy, including accurate and timely reports of maximum attendance to requisition textbook
- Manage use of school facilities and supervise maintenance of facilities to ensure a clean, orderly and safe campus
- Direct and manage instructional extracurricular and intramural programs
- Work with faculty and students to implement a student discipline management system that encourages positive student behavior and enhances the school climate
- Ensure that school rules are uniformly observed and that student discipline is appropriate and equitable in accordance with the Student/Parent Handbook
- Conduct conferences about student and school issues with parents, students, and teachers
- Demonstrate awareness of school and community needs and initiate activities to meet those needs
- Use appropriate and effective techniques to encourage community and parent involvement
- Communicate with the chartering agency and attend necessary meetings
- Report to the chartering agency when required

Dean of Academics

Skills and Qualifications for the Dean of Academics:

- Bachelor's degree required (preferably in Education, or a STEAM related field)
- Administrative and/or teaching credential preferred
- Experience in teaching science and/or technology and administrative duties
- Up-to-date computer and technology knowledge
- Knowledge of school law, finance, and curriculum
- Ability to manage personnel
- Ability to interpret policy, procedures, and data
- Proven commitment to the values, mission and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education
- Exceptional organizational, communication, public relations, and interpersonal skills

Dean of Academics' Responsibilities and Duties:

Academic Program

- Assist with curriculum developments and improvement
- Supervise textbook review and textbook ordering
- Oversee the development of curriculum, lesson plans and instruction in the classroom
- Update course descriptions and offerings to UC Doorways, school manual and school website
- Coordinate teacher and student involvement of after school program
- Evaluate course credits for all incoming high school students
- Responsible for developing and changing of daily class schedule
- Coordinate all academic activities with the department chairs
- Oversee all instructional fieldtrip planning
- Coordinate failing letters and summer school/preparation
- Bring academic and event calendar to weekly administrative meetings

Student Performance

- Help students prepare a Four-Year Plan
- Conference with students/parents on academic issues
- Responsible for scheduling and coordination of the tutorial program and instructional after school/Saturday school activities
- Assess grade reports and mid-quarter reports before they go home to families
- Prepare standardized testing schedules, and inventory for standardized testing in a combined effort with the administrative assistant
- Oversee homework, class work, projects, tests, for teachers in CoolSIS or equivalent
- Report weekly at administration meeting any teachers who are not using CoolSIS or equivalent properly
- Review student progress at the end of each quarter and notify parents of students on academic probation
- Maintain list of high honor/honor students

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members

Personnel Management

- Hold teacher evaluation conferences based on records of performance evaluation
- Administration and Fiscal/Facilities Management
- Oversee school operations in Principal's absence
- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments and extracurricular activity schedules
- Oversee student attendance records and assist the office manager on truancy issues
- Aid in safety drill practices and inspections.

Staff Development

- Hold teacher orientation and in-service training throughout the year
- Regularly prepare items for staff development for weekly faculty meetings and attend weekly administrative meetings
- Conference with teachers on academic issues in the classroom
- Conduct formal and informal teacher observations

Dean of Students

Skills and Qualifications for the Dean of Students:

- Bachelor's degree required (preferably in Education, or a STEAM related field)
- Administrative and/or teaching credential preferred
- Experience in teaching and administrative duties preferred

- Up-to-date computer and technology knowledge
- Knowledge of school law, finance, and curriculum
- Ability to manage personnel
- Ability to interpret policy, procedures, and data
- Proven commitment to the values, mission and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education
- Exceptional organizational, communication, public relations, and interpersonal skills

Dean of Students' Responsibilities and Duties:

Student Management

- Provide for supervision of students during non-instructional hours
- Help students develop positive behavior through a student discipline management system
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline
- Hold parent/teacher/student conferences regarding student and school issues
- Demonstrate use of productive and efficient skills to raise community and parent involvement

Supervision

- Supervise teachers with their before/after school and lunch duties
- Supervise at transition periods, lunch, before and after school

Discipline

- Oversee discipline issues for teachers in CoolSIS or equivalent
- Coordinate and chair the Charter School's Restorative Justice Committee

Support Services

- Supervise safety and welfare of students
- Manage support services including transportation, custodial and cafeteria

Dean of Culture

Skills and Qualifications for the Dean of Culture:

- Bachelor's degree required (preferably in Education, or STEAM related field)
- Administrative and/or teaching credential preferred
- Experience in teaching and administrative duties preferred
- Up-to-date computer and technology knowledge
- Knowledge of school law, finance, and curriculum
- Ability to manage personnel
- Ability to interpret policy, procedures, and data
- Proven commitment to the values, mission and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education
- Exceptional organizational, communication, public relations, and interpersonal skills

Dean of Culture's Responsibilities and Duties:

School Culture/Improvement

- Foster a school climate that supports the Charter School's vision and mission
- Own the Charter School's Second Step program and ensure it builds and reinforces positive self-identity and necessary character strengths

- Build effective relationships among teachers, parents, and the community to improve school culture
- Promote respect and appreciation for all students, staff, and parents
- Support teachers in building meaningful relationships with students and families
- Monitor progress of self, school, and staff as it relates to school culture
- Lead recognition assemblies, parent academies, community meetings and other school-wide culture building activities
- Accurately monitor and analyze daily student attendance, including after school programs, and homework records; create new systems and structures to proactively address school's areas of need

Parental/Community Involvement

- Partner with parents and families to build an authentic school-wide community
- Serve as liaison to the community in raising awareness and building capacity in all stakeholders regarding educational initiatives
- Disseminate information which may pertain to educational opportunities; health and safety; student code of conduct; PTF activities; corporate community volunteer opportunities; student performances; and events of a special nature
- Schedule, attend, and oversee all home visits with parents
- Organize and lead monthly parent workshops to educate parents in accordance with the Second Step curriculum on topics, including but not limited to, self-discipline, conflict resolution, and making responsible choices.

Teachers

The primary role and purpose of a teacher is to provide students with appropriate educational activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Teachers will help students develop the skills necessary to be productive members of society.

Skills and Qualifications:

- B.A. or B.S. (as appropriate) degree
- Teaching credential, certificate, permit or other documentation required ~~by laws and regulations as they apply to charter schools for the teacher's certificated assignment, pursuant to Education Code Sections 47605(l) and 47605.4(a)~~
- Understanding of subjects assigned
- Knowledge of curriculum and instruction
- Capability of instructing students and managing their behavior
- Proven commitment to the values, mission and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education
- Exceptional organizational, communication and interpersonal skills

Teacher's Responsibilities and Duties:

Instructional Strategies

- Design, write and use lesson plans that conform to the charter's curriculum; ensure written plans are available for review by the Dean of Academics
- Ensure lesson plans show modifications for differences in student learning styles

- Teach instructional subjects according to guidelines established by California Department of Education, charter polices and administrative regulations
- Implement appropriate instructional and learning strategies, activities, materials and equipment to ensure comprehension of learning styles and student needs
- Design instructional activities by using data from student learning style assessments
- Collaborate with special education teachers on student Individualized Education Programs to ensure all modifications are met
- Collaborate with staff to determine charter requirements for the instructional goals, objective and methods
- Produce and oversee teacher aide and volunteer assignments
- Employ technology practices to strengthen the instructional process

Growth and Development

- Help students assess and enhance their study methods and habits
- Produce formal and informal testing to evaluate student success
- Coordinate and manage extracurricular duties as assigned
- Sponsor outside activities approved by the Principal
- Serve as an example for students, support mission of the charter

Classroom Management and Organization

- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students
- Control student behavior in agreement with the Student/Parent Handbook
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities
- Provide input on book, equipment and material selection

Communication

- Establish communication rapport with parents, students, Principals, deans and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills

Other

- Enrich job skills through professional development activities
- Keep up to date on and abide by state and charter regulations and policies for classroom teachers
- Gather, manage and file all reports, records and other documents required
- Be active in faculty meetings and assist in staff committees as necessary

Special Education Teacher

The primary role and responsibility of a Special Education Teacher is to provide services to special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. The Special Education teacher will develop student ability level instructional materials through modified curriculum and prepared lesson plans. The Special Education teacher will conduct work in self-contained, team, departmental or itinerant capacity as necessary. Special education teachers and paraprofessionals who are authorized to handle crisis situations and physically restrain students will complete specialized training in behavioral interventions, such as Crisis Prevention Institute, prior to placement in the classroom.

Skills and Qualifications:

- B.A. or B.S. degree
- Master's degree preferred
- CA Credential as Education Specialist with mild/moderate or severe designation
- Knowledge of special needs of students in assigned area
- Knowledge of IEP goal setting process and implementation
- Knowledge of curriculum and instruction
- California Commission on Teacher Credentialing certificate, permit or other documentation equivalent to what a special education teacher in other public schools would be required to hold required for the teacher's certificated assignment, pursuant to Education Code Sections 47605(l) and 47605.4(a).

Special Education Teacher's Responsibilities and Duties:

- Work in conjunction with students, parents and other members of staff to develop IEPs
- Design, write and use instructional, therapeutic or skill development programs for assigned students and ensure written plan is available for review
- Ensure student needs and learning styles are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in regular class when appropriate
- Design instructional activities by using data from student learning style assessments
- Ensure IEP guidelines are met when presenting subject matter
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned
- Produce and oversee teacher aide and volunteer assignments
- Employ technology practices to strengthen the instructional process
- Produce formal and informal testing to evaluate student success
- Oversee or ensure personal care, medical care and feeding of students as stated in IEP
- Coordinate and manage extracurricular duties as assigned
- Sponsor outside activities approved by the charter principal
- Serve as an example for students, support mission of the charter
- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students
- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEPs.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEPs
- Collaborate with Charter School staff and outside resources regarding education, social, medical and personal needs of students
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities
- Provide input on book, equipment and material selection
- Ensure good communication rapport with parents, students, principals and teachers through conferences
- Create and maintain a professional relationship with colleagues, students, parents and community members
- Present information accurately through clear communication skills

- Enrich job skills through professional development activities
- Keep up to date on and abide by state and charter regulations and policies for classroom teachers
- Gather, manage and file all reports, records and other documents required
- Be active in faculty meetings and assist in staff committees as necessary
- Provide scalable instructional program leadership to all school leaders with specific responsibility for planning, development, implementation, assessment and improvement across all schools.

College Counselor

The College Counselor reports to the Principal and is responsible for administering all aspects of the college search and admissions process.

Skills and Qualifications:

- B.A. or B.S. degree
- Excellent written and verbal communication skills, strong organizational ability and the ability to meet deadlines.
- Experience in college admissions or high school college counseling, teaching experience, and computer skills are pluses.
- Strong interpersonal, communication, and organizational skills; familiarity with the goals, objectives, and mission of an independent college preparatory school
- Ability to respond effectively to the needs of a diverse and demanding student and parent population; knowledge of colleges, their academic programs, admission policies, and financial policies and procedures.

Responsibilities and Duties:

- Educate students and parents about colleges, the college admissions process, trends, procedures, and testing; advising and supporting classes of 30-50 seniors and families as they go through the process; and helping students and families aspire realistically and choose wisely
- Meet with juniors and seniors, individually and in groups, to talk about process and individual college choices
- Advise 9th and 10th graders on curricular choices, as needed, and work with international students to understand U.S. college admissions, especially aspects unique to them
- Meet with all college admissions representatives who visit the school campus and facilitating meetings between college representatives and students
- Serve as a liaison with college admissions offices throughout the year
- Compile an annual Profile of the Charter School, as well as information on grade distributions in junior and senior courses and courses offered at the school
- Work with Office Staff to maintain records on seniors, including GPAs and transcripts
- Write an official school recommendation for each senior
- Create and update an annual College Search Handbook, a resource mailed to junior and senior parents each summer, with an extensive assembly of information about the college search process
- Keep parents informed through a monthly column, a newsletter for parents, and in letters about test dates, local college events, and financial aid
- Act as lead advisor to the senior class as a whole and advising several individual seniors each year, providing academic and personal counseling

- Work with the senior class on class events, class meetings provide an opportunity to disseminate information about the college application process
- Keep track of admission decisions, statistics, and make a report to the Board
- Make informational presentations to parents, such as the annual presentations to parents of 8th graders, parents of juniors, new parents, and the Parents' Association
- Maintain and disseminate information about standardized tests such as SAT and ACT
- Other duties as needed

After School Coordinator

The After School Coordinator is responsible for serving as a role model for students, providing homework support, and maintaining student safety.

Skills and Qualifications:

- High School Diploma or G.E.D. Required;
- Ability to speak and write Standard English appropriate in a public school setting
- Must pass Live Scan (criminal background check via fingerprinting)
- Tuberculosis risk assessment

Responsibilities and Duties:

1. Serve as a positive adult role model for children in the program through appropriate dress, speech, and attitude
2. Provide homework assistance, academic enrichment and physical activity, using curriculum and materials provided by the program
3. Create an engaging environment that fosters a sense of belonging that the students want to be in
4. Support students in making positive behavior choices and take disciplinary measures when appropriate
5. Engage children and youth by following, implementing, and assisting in creating lesson plans
6. Ensure student safety by assisting in set up, break down, and ongoing maintenance in an effort to keep the school or community site clean and orderly
7. Promote positive interactions between volunteers and students in accordance with child safety guidelines
8. Maintain student safety by taking roll and reviewing sign-in/ sign-outs for students and volunteers
9. Identify student needs and communicate to the Site Coordinator, teachers, school administration, parents, and volunteers as appropriate
10. Participate in staff development activities
11. Other duties as needed

IT Coordinator

The IT Coordinator is responsible for providing assistance to the school site in the area of Information Technology.

Skills and Qualifications:

1. Proven experience as IT coordinator or similar role
2. Experience in network management and help desk support is appreciated
3. Solid knowledge of IT systems and applications

4. Understanding of TCP/IP protocols and LAN/WAN configuration
5. Ability to troubleshoot and repair issues
6. Strong communication and interpersonal skills
7. Great attention to detail
8. Excellent organizational and coordination abilities
9. BSc/BA in information technology or computer science is preferred
10. Certification (CompTIA Network+, CompTIA Security+ etc.) is a plus

Responsibilities and Duties:

- Institute protocols for the use of IT across departments and projects
- Provide advice on the most suitable IT choices
- Provide technical support or training for systems and networks
- Act as link between end users and higher level support
- Install and configure software and hardware (printers, network cards etc.)
- Monitor system and network performance
- Perform troubleshooting, repairs and data restoration
- Performance maintenance activities (e.g. backups)
- Maintain licenses and upgrade schedules
- Collaborate with other professionals to maintain standards and functionality

Language & Literacy Coach

The Literacy Coach will lead building efforts to increase literacy achievement for all student populations.

Skills and Qualifications:

- Teacher Certification in elementary education
- Five years recent experience teaching reading/Aiding
- Teaching experience at more than one grade-level
- A deep level of understanding of the State Standards for English Language Arts
- Participation in comprehensive literacy training
- Evidence of success in working with adult learners
- Evidence of strong interpersonal skills
- Evidence of strong written communication and presentation skills
- Evidence of strong planning and organizational skills
- Evidence of successful leadership in reading and writing content at a grade level, building level or district level
- Experience in conducting reading and writing staff development
- Experience in mentoring/coaching teachers

Responsibilities and Duties:

- Assist teachers with the implementation of State Standards for English Language Arts via the MPS Framework for Teaching
- Assist teachers with the continued implementation of the MPS Literacy Plan
- Demonstrate exemplary literacy instruction for MPS teachers through the following researched-based practices: observation, coaching, model lessons, collaborative lesson planning, and small and large group professional development
- Plan and conduct Literacy team meetings

- Assist teachers in diagnosing individual student reading and writing weaknesses and match these areas of need with appropriate strategies and resources based on the State Standards for English Language Arts
- Monitor and report the effectiveness and progress of improved reading instruction and student performance
- Help make recommendations regarding instructional

EL Intervention Teacher

The English Language Intervention Teacher (Title III) develops and implements differentiated plans to support MPS's English Language Learners.

Skills and Qualifications:

- B.A. or B.S. (as appropriate) degree in subject matter.
- California Commission on Teacher Credentialing credential, certificate, permit or other documentation equivalent to what a teacher in other public schools would be required to hold_ required for the teacher's certificated assignment, pursuant to Education Code Sections 47605(l) and 47605.4(a)
- ~~▪ Highly qualified in core courses as defined in the section titled "NCLB and Credentialing Requirements"~~
- Capability of instructing students and managing their behavior

Responsibilities and Duties:

- Utilize, refine, and implement existing ELD Plan across the Charter School
- Play a lead role in annual examinations and reclassification of ELs
- Develop and implement a plan for the fidelity and progress monitoring of the ELD Plan as well as the use of agreed upon instructional classroom practices
- Support and train (or arrange for training) teachers on the use of MPS ELD process and procedure.
- Produce, analyze, and publish quarterly reports on the progress of ELs at MPS

School Psychologist

The job of the School Psychologist was established for the purpose/s of developing strategies and interventions to assist students in succeeding; measuring and interpreting the intellectual, adaptive, academic, social and emotional development of children; interpreting results of psychological studies; and interpreting and applying state and federal codes.

Skills and Qualifications:

- Must possess a Master's degree and be eligible for a California License as a school psychologist.
- Must possess the ability to synthesize and interpret diagnostic and assessment data. Must possess a comprehensive knowledge of school psychology theory, child development, substance abuse education, tests and measurements, and crisis management.
- Must possess the ability to practically apply assessment, counseling, interviewing, and crisis intervention skills.
- Must possess the ability to work cooperatively as an interdisciplinary team member.
- Must possess excellent communication and time management skills.
- Must possess the ability to establish and maintain effective working relationships with community agencies, students, families, team members, and others.

Responsibilities and Duties:

- Identify and assess the learning, development, and adjustment characteristics and needs of individuals and groups, as well as, the environmental factors that affect learning and adjustment
- Use assessment data about the student and his/her environment(s) in developing appropriate interventions and programs
- Perform casework services with students and families to help resolve student's behavioral and social problems
- Select and administer age appropriate assessment methods and materials in order to determine then needs of the student
- Consult with teachers and other school personnel to obtain information regarding the reason for referral
- Gather background information on the student's psychological history by conducting behavioral observations, making home visits, conducting interviews, and reviewing school records
- Interpret assessment results and compile comprehensive psychological assessment reports that address the reason for referral and include appropriate recommendations
- Serve as a member of the interdisciplinary assessment team assigned to each school and work as a team member in making placement decisions, developing intervention plans, and planning programs to meet the special needs of children
- Communicate case findings and recommendations to teachers and other school personnel as needed
- Participate in eligibility committee meetings and contributes to the development of the Individualized Education Plan
- Serve as a resource to teachers and staff regarding psychological services and the academic/psychological needs of students
- Conference with and provide information, support, and counseling to parents/guardians of students
- Provide in-service training and workshops for teachers and staff regarding mental health issues and proper procedures for the identification and referral of students
- Organize and conduct specialized programs to include parent training classes and student support activities
- Conduct specialized individual and group counseling sessions to address specific emotional, social, and behavioral needs of students
- Serve as a liaison between the student, home, school, private counseling facilities and community resources such as social services, court services, and family service agencies
- Provide follow-up support and periodic re-evaluation services as necessary
- Act as a member of the school crisis team to provide intervention to students as necessary
- Make court appearances to present data and performs court-requested evaluations
- Compile monthly reports and maintains accurate case records
- Model nondiscriminatory practices in all activities
- Maintain adequate and current testing materials required by school psychologists

Special Education Aide

The primary role and purpose of a Special Education Aide is to provide assistance to the Special Education teacher for the physical and instructional needs of the charter students with disabilities in the special education program. The Special Education Aide will help implement educational programs, including self-help, behavior management and instructional programs for students. The Special

Education Aide will work under direct supervision of a certified teacher and indirect supervision of the Principal. Special education aides who are authorized to handle crisis situations and physically restrain students will complete specialized training in behavioral interventions, such as Crisis Prevention Institute, prior to placement in the classroom.

Skills and Qualifications:

- Capable of working with children with disabilities
- Capable of following verbal and written instructions
- Capable of communicating effectively
- Able to use general office equipment
- Proven commitment to the values, mission and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education
- High School Diploma

Special Education Aide's Responsibilities and Duties:

Instructional Support

- Prepare educational materials and displays for the classroom with the assistance of the classroom teacher
- Assist in keeping class neat and orderly
- Assist teacher in handling administrative records and reports
- Help substitute teachers with classroom layout, or other pertinent classroom management
- Assist with inventory, care and maintenance of equipment

Student Management

- Help physically disabled students according to their needs, including but not limited to transferring to and from wheelchairs, lifting, or positioning
- Help students with physical needs and personal care, including but not limited to feeding, bathroom needs, and personal hygiene
- Assist in student behavior management; this includes handling crisis situations and restraining disruptive or dangerous students as needed
- Take responsibility for learning and conforming to each student's special medical, physical, communicative and emotional needs
- Coordinate educational activities assigned by the teacher; help individual students or small groups
- Assist in overseeing students throughout school day, inside and outside classroom; this includes lunchroom, bus and playground duty
- Advise teacher on special needs or problems of individual students

Other

- Ensure confidentiality
- Enhance job skills by participating in staff development programs
- Be active in faculty meetings and special events as assigned

Substitute Teachers and Tutors

A pool of daily substitute teachers and tutors will be established for tutoring activities during weekdays and weekends under the flexible education program. All tutoring activities at MSA-5 are free of charge for all students.

Office Personnel/Manager

Clerical staff will be selected by the Principal on an applicant and interview basis. Selection will be based on experience and the ability to perform the job duties for that position.

Skills and Qualifications:

- Capable of working with students
- Capable of following verbal and written instructions
- Capable of communicating effectively
- Knowledge of office management
- Able to use general office equipment
- Up-to-date computer and technology knowledge
- Proven commitment to the values, mission and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education
- Exceptional organizational, communication, public relations, and interpersonal skills.
- Three years of experience in increasingly responsible role similar to office management
- HS Diploma supplemented by additional training in office
- Bilingual English/Spanish preferred but not required
- Excellent written and verbal communication skills
- Comfort with fast-paces environment

Responsibilities and Duties:

- Answering phones
- Filing reports
- Enrolling students
- Managing and monitoring office operations in collaboration with the Charter School administration
- Ordering and purchasing supplies and vendor management
- Developing and implementing clerical and administrative procedures for daily school operations
- Preparing correspondence, reports, bulletins, files, forms, memorandums, and performing other duties as assigned
- Bilingual translation and communication with parents

Paraprofessionals

Charter School shall comply with the Title I paraprofessional requirements¹ as defined by the ESEA:

Title I paraprofessionals whose duties include instructional support must have:

- High school diploma or the equivalent, and
- Two years of college (48 units), or
- A. A. degree (or higher), or
- Pass a local assessment of knowledge and skills in assisting in instruction.

(This is a locally approved assessment. Local education agencies may develop their own assessment or use an existing assessment so long as it measures the knowledge and skills in assisting in instruction. Many districts, and MPS, use the California Basic Educational Skills Test [“CBEST”] for this purpose).

¹ <http://www.cde.ca.gov/nclb/sr/tq/paraprofessionals.asp>

Individuals who work in food services, cafeteria or playground supervision, personal care services, non-instructional computer assistance, and similar positions do not have to meet these requirements; however, all must demonstrate a proven commitment to the values, mission and vision of Magnolia Public Schools, as well as a belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education.

Appropriate records of credentials held by MSA-5 teachers and supporting documentation will be monitored and maintained by the Principal at the charter school site and Human Resources at the MPS Home Office. Credentials will be monitored annually in compliance with state and federal law.

ELEMENT 6: HEALTH AND SAFETY PROCEDURES

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall ~~require all of the following: include the requirement that each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.~~

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school." (Ed. Code § 47605(b)(5)(F).)

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

Charter School shall comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan ("Plan"), which must include but is not limited to provisions for building and site emergency evacuation, the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School's requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School.

Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon LACOE's request.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Charter School, including its employees, officers, and representatives, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of schoolsite services and/or any contact with students, and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code section 49406. All employees shall be assessed and examined (if necessary) for tuberculosis at least one each four years thereafter, as required by Education Code Section 49406. Charter School shall maintain TB clearance records and certificates on file.

Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster. Charter School shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

SUICIDE PREVENTION POLICY

If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. Charter School shall provide LACOE with a copy of its pupil suicide prevention policy for review upon request.

CUSTODIAN OF RECORDS

The Chief Financial Officer and Human Resource Administrator serve as the Custodians of Records for MSA-5.

STUDENT HEALTH AND WELLNESS

MSA-5 strives to ensure the health and wellness of all students at our school, as a critical component of each student's academic and life success. A nutritious hot lunch program, along with breakfast and snacks, are provided for all students via Better 4 You meals through the National School Lunch Program. Students have ample opportunities for physical activity and development of healthy lifestyles through P.E. classes, as well as after-school activities including competitive sports clubs for basketball, volleyball, soccer and flag football.

During weekly middle school students' Life Skills classes and Advisory in high school, students engage in health education, including nutrition and the importance of physical activity, drug and alcohol abuse awareness, healthy relationships, sexual health and more. The Charter School conducts regular health, vision, hearing and scoliosis screenings. Counseling services are provided for all students in need of additional social and emotional health support.

Suicide Prevention Support

The MPS Board of Directors recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this Suicide Prevention Policy has been developed in consultation with MPS and community stakeholders, MPS school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating MPS' strategies for suicide prevention and intervention. MPS must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, MPS shall appoint an individual (or team) to serve as the suicide prevention point of contact for MPS. This policy shall be reviewed and revised at least annually, but no less than every fifth year, in conjunction with the previously mentioned community stakeholders, and will be updated as necessary.

Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the County. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.

A description of the different types of diabetes screening tests available.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Feminine Hygiene Products

The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.

Nutritionally Adequate Free or Reduced Price Meal

The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each schoolday.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(J):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6
- procedures for conducting tactical responses to criminal incidents

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Athletic Programs

The Charter School will comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients. In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator.

ELEMENT 7: MEANS TO ACHIEVE RACIAL AND ETHNIC STUDENT POPULATION BALANCE

“The means by which the charter school will achieve a balance of racial and ethnic ~~balance among its pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5~~, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” (Ed. Code § 47605(b)(5)(G).)

District Demographics

Second largest in the nation, the LAUSD enrolls more than 640,000 students in kindergarten through 12th grade, at over 900 schools, and 187 public charter schools. The boundaries spread over 720 square miles and include the mega-city of Los Angeles as well as all or parts of 31 smaller municipalities plus several unincorporated sections of Southern California.¹³

The following data shows MSA-5 vs. District enrollment in 2016-17 by ethnicity:

	# of students	% Hisp	% AA	% White	% Asian
LAUSD	633,621	74.0%	8.3%	10.1%	3.7%
MSA-5	187	84.0%	2.7%	7.5%	1.6%

To be achieve a balance of racial and ethnic students, special education students, and English Learners that is reflective of the general population residing within LAUSD, MSA-5 will pursue venues to increase percentage of enrollment in the student ethnic groups that do not have the same percentage of enrollment as in the District. Based on the comparative data, MSA-5 will strive to increase the percentage of enrollment group by the end of the charter term. See the Recruitment Plan below.

Recruitment Plan

MSA-5 pursues a wide variety of venues for the distribution of information about the Charter School, such as local events, community centers, parks and recreation activities, social service agencies, shopping centers, apartment complexes and other dwellings. The following recruitment plan lists sample activities that MSA-5 will undertake in order to achieve its a balance of Rracial and Eethnic students, special education students, and English Learners that is reflective of the general population residing within LAUSD ~~Balance goal~~.

Outreach efforts will use English, Spanish, and any other language needed, based on the needs of the community. The MPS and MSA-5 website includes comprehensive information about our educational program under our Academics tab on the website. While open to all students, MSA-5 focuses outreach efforts within a 10-mile radius of the Charter School’s location.

MSA-5 uses a variety of strategies to recruit a diverse population including:

- Direct mailing of 10,000 postcards to the parents/guardians who have 6 through and 12th grade children; (October)

¹³ <http://achieve.lausd.net/about>

- Distributing flyers at key locations to reach socioeconomically disadvantaged members of the community. Key locations include community meeting points: libraries, religious gathering places, family centers, local grocery stores, playgrounds, recreation centers and/or sports clubs, and coffee establishments; (October-May)
- Holding presentations at community meetings at the key locations listed above; (October-May)
- Hosting Open Houses and providing tours of the Charter School on a regular basis; (October-May)
A Spanish-speaking representative will assist non-English speaking parents of prospective students. Should the need arise, other non-English languages will be similarly accommodated.
- Hosting individual/family meetings;
- Doing neighborhood walks in the community; (October-May)

As needed, school staff and volunteers may go door-to-door, talk to families, and hand out applications, and use press and advertising campaigns in local Spanish and English media.

MSA-5 uses a variety of strategies to recruit a diverse population outlined in our Recruitment Plan. With our current partnerships in the city of Reseda we are able to participate in community events with Councilmember Blumenfield's office and Assemblymember Matt Dababneh. In addition to our outreach strategies in the community we also use media outlets such as Facebook, Twitter, and website as well as local ads on magazines/newspapers.

Specific Actions

Date	Event	Location
September	Social Media Campaign	Online
September-March	Flyers at local libraries	Surrounding areas
October	School Event Invitation	MSA-5 18230 Kittridge St. 18238 Sherman Way and 18220 Sherman Way , Reseda, CA 91335
October-December	Flyers at Councilmember Blumenfield Office	Surrounding area
November-February	Social Media Campaign	MSA-5 18230 Kittridge St. 18238 Sherman Way and 18220 Sherman Way , Reseda, CA 91335
January-February; June	Advertisement in Local Magazine/Newspaper	Surrounding area
April	Invitation to our STEAM Expo	MSA-5 18230 Kittridge St. 18238 Sherman Way and 18220 Sherman Way , Reseda, CA 91335
May	Mailing Campaign advertising Summer School	Surrounding area

Following the conclusion of the open enrollment/lottery application period each year (see Element 8), the CEO and Board will review data regarding the efficacy of our outreach efforts and any necessary

changes to ensure an appropriate balance of racial/and ethnic students, special education students, and English Learners that is reflective of the general population residing within LAUSD balance of students.

Racial and Ethnic Balance

MSA-5's efforts will be comprehensive and reach a large number of individuals representing as diverse a population as exists in the Reseda area, we believe the result will be a racial and ethnic balance that is reflective of the County of Los Angeles.

MSA-5 will maintain an accurate accounting of ethnic and racial balance of students enrolled in the school. It will also keep on file, documentation of the efforts the school has made to achieve racial and ethnic balance.

Special Education and English Learner Balance

In order to achieve a balance of Special Education, and English Learners, including Redesignated Fluent English Proficient pupils that is reflective of the general population residing within Los Angeles County, MSA-5 will target these populations in its annual outreach efforts. Outreach materials will include language that speaks to the Charter School's Inclusion & Special Education Program and the fact that our schools are open to all, including English Learners and Redesignated Fluent English Proficient pupils.

ELEMENT 8: ADMISSION REQUIREMENTS POLICIES AND PROCEDURES

“Admission policies ~~and~~ procedures, consistent with [Education Code Section 47605] subdivision (de).” (Ed. Code § 47605(~~bc~~)(5)(H).)

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter. These records shall be made available to LACOE upon request.

HOMELESS AND FOSTER YOUTH

Charter School shall adhere to the provisions of the federal McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a standard LACOE contact number for access to additional information regarding enrollment.

Charter School shall comply with all applicable federal and state laws regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time. Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the applicable provisions of AB 379.

NON-DISCRIMINATION

Charter School shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student’s IEP, Section 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

ADMISSION REQUIREMENTS

A Lottery Application Form is required for each student. No other requirements (test scores, transcripts, behavior records, etc.) are required. If the number of students who wish to attend the school exceeds the openings available, entrance shall be determined by a single random public drawing in accordance with Education Code §47605(~~de~~)(2) and as set forth below. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

LOTTERY PREFERENCES AND PROCEDURES

An open application period will be publicly announced each year and communicated during outreach/recruiting efforts detailed in Element 7. The Charter School will include specific information in its outreach materials, on the Charter School website, at community meetings and open forums notifying parents of the Charter School's open application period and lottery dates. MSA-5 will ensure that all application materials will reference the application deadline and proposed lottery dates as well as provide complete information regarding application procedures, key dates, and enrollment preferences (in the case of a lottery) and requirements consistent with the approved charter.

In accordance with Education Code Sections 49011 and 47605(~~de~~)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

ENROLLMENT PREFERENCE

Pursuant to Education Code § 47605(~~ed~~)(2)(B), if the number of pupils who wish to attend the Charter School exceeds the school's capacity, attendance, except for existing pupils of the Charter School, shall be determined by a public random drawing. In the event of a lottery for the impacted grade level(s), with the exception of existing students who are guaranteed enrollment in the following school year, enrollment preferences will be given. In accordance with Education Code, priority will be given first to students who reside within the attendance boundaries of LAUSD, as determined by their guardian's home or work address, with additional preferences given in the following order:

- Siblings of admitted or attending students
- Children of Board members or employees of Magnolia Public Schools, not to exceed 10%
- Students matriculating from other Magnolia Public Schools
- Foster youth or homeless students¹

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605~~(de)~~(2)(B)(i)-(iv).

We provide preference for siblings of admitted students for the convenience of families. Children of board members and employees are provided preference in deference to the work and commitment of these individuals to Magnolia and the instructional model. No more than 10% of students admitted through the lottery process annually will be drawn from this category. Finally, we know that Foster and homeless youth need a strong school to attend. As a school, we make sure that they can be accepted at our campus and go ahead of others in the waitlist as part of the lottery.

LOTTERY PROCEDURE

The public random drawing (“lottery”) will take place within 30 days of the closing of the open application period. The Charter School will choose a date and time (preferably on the weekend or on a weekday evening) so that most interested parties will be able to attend. (Typically, the open application period starts on the first day of school and ends by mid-January, and if applicable, a lottery is held at least two weeks after the open application period ends.)

MSA-5’s office manager will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date and time of the lottery through mail, e-mail, charter school website, phone, and other available outlets prior to the lottery date. The lottery will be held at the charter school site if the charter school facility can accommodate all interested parties. Otherwise, the Charter School will secure a meeting room that is large enough to accommodate all parties and to allow them observe the lottery. Notice will include an explanation that parents/guardians do not need to be present at the lottery, but may attend if they choose to do so.

In the lottery, all names in the first preference are drawn by the notary public and listed in order for each grade level. Names from the second and third preferences are drawn in the same way according to preference order if space is available. Once the grade level capacity is met, the remaining students’ names will continue to be drawn randomly and placed in the order they are drawn on the waiting list. The students who do not apply in the open enrollment period are added to the end of the waiting list in the order they applied.

MSA-5 will invite a LACOE representative to serve as an official observer of the lottery to verify the lottery procedures are fairly executed. Application forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents will be physically filed on campus, and lottery results and waiting lists will be readily available in the Charter School’s main office for inspection upon request. Each application form will be kept on file for the academic year with the

¹ Disclosure of foster youth or homeless student status is not required at the time of application. However, families that would like their students to be granted a preference on that basis may apply using the preference, and MSA-5 will verify eligibility at the time of enrollment.

applicant's assigned lottery number in the Charter School database and on his or her enrollment application.

NOTIFICATIONS OF ADMISSION STATUS

Notifications of admission status will be mailed to all applicants within two weeks of the lottery. Enrollment packets will be sent to admitted students; students not admitted will be informed by the office manager of their waiting list priority number as determined by the admissions lottery or application order. If the enrollment packets are not returned to the school, in person or by mail, complete within 10 business days from the date of postage, then admission for that student is forfeited, and an admission notice will be mailed to the next student on the waiting list. The school's office manager and/or office staff will be available to assist families in completing this paperwork if needed.

Vacancies that occur during the school year will be filled according to the wait list order determined during the lottery drawing except that homeless and foster care students will be moved to the top of the waiting list to provide priority placement. When an offer occurs during the school year that is not filled by a homeless or foster care student, families will be contacted by the school site office manager and/or office staff through a call and email in the order of the wait list and will be given 48 hours to decide whether or not to accept a space at the Charter School. In the event that no such wait list is required enrollment will be made available on a first come, first served basis to the next interested family at the appropriate grade level.

The waitlist for the current school year remains active until the end of the school year and does not "roll over"; applicants must reapply for the lottery annually if the Charter School is unable to offer them admission for the current year.

ELEMENT 9: ANNUAL FINANCIAL AUDITS

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” (Ed. Code § 47605(~~bc~~)(5)(l).)

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(~~bc~~)(5)(l) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Charter School will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Executive Director, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the County describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

ANNUAL AUDIT PROCEDURES

Each fiscal year an independent auditor will conduct an audit of the financial affairs of MSA-5 to verify the accuracy of the Charter School's financial statements, attendance and enrollment accounting practices, and internal controls. The auditor shall be hired by the Board of Directors of the Charter School. The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

Procedures:

- The Board of Directors will appoint an Audit Committee by January 1 of each year.

- The Audit Committee may include persons who are members of the Board, but may not include any the staff of the charter school, including the CEO. In addition, any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee.
- The Audit Committee will be responsible for identifying an audit firm from the State Controller’s list of approved charter school auditors by March 1 of each year, unless the existing contract is a multi-year contract. The Board of Directors hires the audit firm after the Audit Committee performs a rigid search and interview process.
- The Audit Committee will be responsible for reviewing the results of the annual audit and developing a corrective action plan to address all relevant weaknesses noted by the auditor, describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. MPS works with the oversight entity to establish action items for correction if needed. Implementation recommendations of procedures is monitored closely by executive staff.
- The Board of Directors will review and approve the audit no later than December 15.
- The CFO will be responsible for submitting the audit to all reporting agencies including the District, the Los Angeles County Superintendent of Schools, the State Controller, and to the CDE no later than December 15 of each year.
- Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

ELEMENT 10: SUSPENSION AND EXPULSION PROCEDURES

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” (Ed. Code § 47605(bc)(5)(J).)

GENERAL PROVISIONS

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School’s student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g. truancy or excessive tardiness.

NOTIFICATION OF THE COUNTY

Upon expelling any student, Charter School shall notify the County by submitting an expulsion packet to the County immediately or as soon as practicable, which shall contain:

- Completed “Notification of Charter School Expulsion”
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School’s policies and procedures were followed
- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student’s compliance for reinstatement, appeal process, and options for enrollment
- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA and the MCD, including the Expulsion Analysis page of the pre-expulsion IEP
- If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:
 - BB. Was the misconduct caused by, or directly and substantially related to the student’s disability?
 - CC. Was the misconduct a direct result of Charter School’s failure to implement 504 Plan?

The Charter School must notify the superintendent of the student’s district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code section 49068 (a) and (b).

OUTCOME DATA

Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the County upon request.

REHABILITATION PLANS

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School’s governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

READMISSION

Charter School’s governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School’s governing board shall readmit the pupil,

unless Charter School's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

REINSTATEMENT

Charter School's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. Charter School is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

GUN-FREE SCHOOLS ACT

Charter School shall comply with the federal Gun-Free Schools Act.

DISCIPLINE FOUNDATION POLICY

The following Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at MSA-5. Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions **and involuntary removal**. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and **involuntary removal**, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as MSA-5's policy and procedures for student suspension and expulsion **and involuntary removals**. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Student Handbook which is sent to each student at the beginning of the school year. The MSA-5 administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

PROGRESSIVE POSITIVE DISCIPLINE

Positive Consequences

MSA-5 school staff has committed itself to encouraging and supporting the attainment of academic skills as well as social skills, such as listening, friendship-making, problem solving, and alternatives to aggression. To inspire and encourage students to develop their potential in all of these areas, the following reinforcements will be used for positive behavior:

- Individual awards/recognition
- Classroom awards/recognition
- Certificates
- Displays
- Positive contact with parent/guardian
- Special activities (field trips, movie nights, picnics, etc.)
- Publications
- Assemblies
- Positive CoolSIS points

Positive student behavior and improvements will be acknowledged and encouraged by the MSA-5 staff. Teachers will not only report discipline issues on the school information system, CoolSIS, but also positive behaviors and accomplishments. Parents will also be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

Alternatives to Suspension

To intervene in student behavior, MPS has a progressive discipline plan in place at each of its schools. This plan is published at the beginning of each school year in the Parent/Student handbook. The handbook also includes a school-parent-student compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will develop a partnership to help children achieve high academic and behavior standards. The discipline plan includes information about student expectations and progression of disciplinary procedures from day-to-day discipline to suspension and expulsion and involuntary removal.

MSA-5 believes that alternatives to suspension align with our schoolwide positive behavior support plan. Following are list of alternatives to be considered before suspending a student: warning, phone call home, parent conference, teacher/administrative detention, written assignment/research/presentation, loss of privileges, behavior contract, parent shadowing, mentorship (peer/teacher), referral (counseling, SST, Dean of Students/Principal), assigning volunteer work/community service, Saturday school, and in-school suspension.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge

the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

GROUNDS FOR SUSPENSION

Jurisdiction

A student may be suspended for prohibited misconduct if the act is (1) related to school activity; (2) school attendance occurring at MSA-5 or at any other school; or (3) a MSA-1 sponsored event. A student may be suspended for acts that are enumerated below and related to school activity or attendance that occur at any time, including, but not limited to, and of the following:

- a) while on school grounds;
- b) while going to or coming from school;
- c) during the lunch period, whether on or off the school campus; or
- d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

1. Caused, attempted to cause, or threatened to cause physical injury to another person resulting in minor harm.
2. Willfully used force or violence upon the person of another, except self-defense resulting in minor injury.
3. Unlawfully possessed, used, ~~used~~ or otherwise furnished nominal amounts of any controlled substance, alcoholic beverage, or intoxicant of any kind as defined in Health and Safety Code Sections 11053-11058.
4. Unlawfully under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind as defined in Health and Safety Code Sections 11053-11058.
5. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
6. Committed or attempted to commit robbery or extortion.
7. Caused or attempted to cause damage to school property, which includes but is not limited to, electronic files and databases, or private property resulting in negligible loss.

8. Stole or attempted to steal school property, which includes but is not limited to, electronic files and databases, or private property.
9. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
10. Committed an obscene act or engaged in habitual profanity or vulgarity.
- ~~11.~~ 11.12. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- ~~11.12.~~ 11.12. ~~Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~
- ~~12.13.~~ 12.13. Knowingly received stolen school property, which includes but is not limited to, electronic files and databases, or private property.
- ~~14.~~ 14. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- ~~13.15.~~ 13.15. ~~Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.~~
- ~~14.16.~~ 14.16. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- ~~15.17.~~ 15.17. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- ~~16.18.~~ 16.18. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- ~~17.19.~~ 17.19. Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even

if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

~~18-20.~~ Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently offensive as to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

~~19-21.~~ Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

~~20-22.~~ Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

~~21-23.~~ Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience interference with his or her academic performance.
 - iv. Causing a reasonable student to experience interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- vii. A message, text, sound, video, or image.
 - viii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - ix. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

~~22-24.~~ 24. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

~~23-25.~~ 25. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the

item from a certificated school employee, with the Executive Director or designee's concurrence.

Mandatory Suspension Offenses

Students shall be suspended when the following occur on school campus or at a school activity off campus, for any of the following reasons:

1. Possessing, selling, or furnishing a firearm, as defined below. E.C. 48915(c)(1)
2. Brandishing a knife at another person. E.C. 48915(c)(2)
3. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053 et seq. E.C. 48915(c)(3)
4. Committing or attempting to commit a sexual assault or committing a sexual battery, as defined in the enumerated offenses, above. E.C. 48915(c)(4)
5. Possession of an explosive, as defined below. E.C. 48915(c)(5)

SUSPENSION PROCEDURES

Suspensions shall be initiated according to the following procedures:

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i).

This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

Notice to Parents/Guardians

At the time of suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice will also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice will request that the parent/guardian respond to such requests without delay.

Suspension Time Limits

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912) In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the pupil would otherwise have been assigned. In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

Suspension Appeals

Students and parent/guardian may appeal a suspension within five (5) school days of the suspension. This appeal will be made to the Principal and heard by a Reflection Committee. The Reflection Committee is an advisory committee to the Principal, trained quarterly in restorative practices and PBIS, and will be comprised of at least one school administrator, and at least two teachers, and may also include a non-certificated employee. All Reflection Committee hearings on suspensions will be held within two (2) school days of the appeal being made. The decision of the Reflection Committee is final. Based on the information submitted or requested, the Reflection Committee may make one of the following decisions regarding the suspension:

- Uphold the suspension
- Determine that the suspension was not within school guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be destroyed. No information regarding the suspension will be placed in the student's permanent record, or shared with anyone not directly involved in the proceedings. Charter School shall make arrangements to provide the student with classroom materials and assignments for the duration of student's absence. Student will be provided the opportunity to make academic progress, make up assignments, and earn credit missed.

Notwithstanding the foregoing, the Charter School will maintain student records in accordance with Education Code Section 49602 and 5 CCR 16024.

Recommendation for Placement/Expulsion

Upon a recommendation of Placement/Expulsion by the Principal, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Principal upon either of the following findings: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

Access to Education

For suspensions that are not pending an expulsion hearing, Charter School shall make arrangements to provide the student with classroom material and current assignments to be completed at home during the length of the suspension. For suspensions pending an expulsion hearing, Charter School shall be responsible for the appropriate interim placement of students. Please see "Interim Placement" below for details.

GROUNDS FOR EXPULSION

Jurisdiction

A student may be expelled for prohibited misconduct if the offense is (1) related to school activity; (2) school attendance occurring at MSA-5 or at any other school; or (3) a MSA-5 sponsored event. A student may be expelled for offenses that are described below and related to school activity or attendance that occur at any time, including, but not limited to, and of the following:

- a) while on school grounds;
- b) while going to or coming from school;
- c) during the lunch period, whether on or off the school campus; or
- d) during, going to, or coming from a school-sponsored activity.

The length of an expulsion is addressed above, under "Rehabilitation Plans."

Expulsion (Discretionary Offenses)

16. Caused, attempted to cause, or threatened to cause physical injury to another person resulting in serious bodily harm.
17. Willfully used force or violence upon the person of another, except self-defense resulting in serious bodily injury.
18. Unlawfully possessed, used, ~~sold~~ or otherwise furnished significant amounts of any controlled substance, alcoholic beverage, or intoxicant of any kind as defined in Health and Safety Code Sections 11053-11058.
19. Unlawfully under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
20. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

21. Committed or attempted to commit robbery or extortion in excess of \$1,000.
22. Caused or attempted to cause damage to school property, which includes but is not limited to, electronic files and databases, or private property in excess of \$1,000.
23. Stole or attempted to steal school property, which includes but is not limited to, electronic files and databases, or private property in excess of \$1,000.

~~Habitually disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~

24. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- ~~25. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.~~
26. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
27. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
28. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
29. Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
30. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

31. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
32. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
33. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
34. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
 4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
35. "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
36. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

37. An act of cyber sexual bullying.
- a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - e. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
38. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
39. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

Expulsion (Mandatory Offenses)

1. Possessing, selling, or furnishing a firearm, as defined below. E.C. 48915(c)(1)
2. Brandishing a knife at another person. E.C. 48915(c)(2)
3. Unlawfully selling a controlled substance. E.C. 48915(c)(3)
4. Committing or attempting to commit a sexual assault or committing a sexual battery, as defined in the enumerated offenses, above. E.C. 48915(c)(4)
5. Possession of an explosive, as defined below. E.C. 48915(c)(5)

EXPULSION PROCEDURES

Authority to Expel

A student may be expelled by an Administrative Panel following a hearing before it. The Administrative Panel will include three or more certificated persons, none of whom have been members of the Board or on the staff of the school in which the student is enrolled. It is important for the Administrative Panel members to have experience in education law and student discipline. Typical Administrative Panel members include teachers, school administrators and Home Office Chiefs/Directors. The Home Office will coordinate all administrators and teachers who serve on the Reflection Committee at their school sites to be “on call” for a particular month should their presence be needed at an Administrative Panel hearing. The Administrative Panel may expel any student found to have committed an expellable offense.

Expulsion Hearing

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within thirty (30) school days after the Principal determines that the Student has committed an expellable offense.

After an Administrative Panel hears the case, it will make a determination whether to expel.

Written notice of the hearing shall be forwarded to the student and the student’s parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of MSA-5’s disciplinary rules which relate to the alleged violation;
4. Notification of the student’s or parent/guardian’s obligation to provide information about the student’s status at the school to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student’s parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student’s behalf including witnesses.

Special procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

MSA-5 may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only

by the Board, administrative panel, or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. MSA-5 must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, MSA-5 must present evidence that the witness' presence is both desired by the witness and will be helpful to MSA-5. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such

a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Expulsion Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A determination by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel

The Principal or designee following a decision of the Administrative Panel to expel shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with MSA-5
3. The reinstatement eligibility review date; a copy of the rehabilitation plan; the type of educational placement during the period of expulsion, and notice of appeal rights/procedures

The Principal or designee shall send a copy of the written notice of the decision to expel to the student's district of residence. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

Disciplinary Records

MSA-5 shall maintain records of all student suspensions and expulsions at MSA-5. Such records shall be made available to the District upon request.

Expulsion Appeals

In order to appeal an expulsion, the student/parent/guardian must submit a written appeal to the CEO of MPS outlining the reason for the appeal, attaching any supporting documentation, within ten (10) calendar days of being informed of the expulsion.

In response to the written request for an appeal, the CEO of MPS shall call a meeting of the Board of Directors. The Board shall convene a hearing on the appeal within ten (10) calendar days of receipt of a timely written request for an appeal.

At the hearing on the appeal, the student shall have the right to present evidence. The Board will consider evidence and/or testimony as appropriate and will render a contemporaneous written decision, which shall be immediately communicated to the appellant, in the best interest of the student and the Charter School. That decision shall be final.

Interim Placement

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of the Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall work with the District for an interim placement at a CDS or other alternative program. Should Charter School determine after the referral that the student will remain at the charter school pending the expulsion hearing based on the best interest of the student, or if Charter School secures another alternative interim placement at another charter school or school within its CMO, if appropriate and aligned with applicable charter petitions, Charter School will notify the District of such determination.

Notice to Teachers

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

ADDITIONAL PROVISIONS

Bullying

The Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 *et seq.* MPS' policy on bullying prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived characteristics, as specified in the definition of hate crimes. MPS' process for receiving and investigating complaints includes complaints of discrimination, harassment, intimidation, and bullying based on actual or perceived characteristics, as specified, and a requirement that Charter School personnel who witness such acts take immediate steps to intervene when safe to do so, a timeline to investigate and resolve complaints, and an appeal process.

Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such

assessment prior to such determination before the behavior that resulted in a change in placement;

- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Required Notification

If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” (Ed. Code § 47605(b)(5)(K).)

Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to Internal Revenue Code section 414(d) and related regulations, governing Charter School’s participation in, and/or coverage of its staff members by, the State Teachers’ Retirement System (CalSTRS), the Public Employees’ Retirement System (CalPERS), and/or federal social security.

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g., CalPERS), upon dissolution or final liquidation of Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan’s requirements.

If Charter School participates in CalSTRS and/or CalPERS, Charter School shall continue such participation for the duration of Charter School’s existence under the same CDS code, if mandated by applicable legal and retirement plan requirements.

CERTIFICATED STAFF MEMBERS

All certificated staff members who are eligible, including, but not limited to, administrators, counselors, school psychologists, special education program administrators, and teaching employees will participate in, the State Teachers’ Retirement System (“STRS”).

CLASSIFIED STAFF MEMBERS

All full-time classified staff members, including, but not limited to, office staff and instructional aides are eligible to participate in the Public Employees Retirement System (“PERS”). MERF acknowledges that the school must continue such participation for the duration of the charter school’s existence under the same CDS code.

All part-time classified employees hired to work six months or more become eligible to participate in PERS on the date of hire. (Public Agency & Schools Reference Guide, February 2016, citing Government Code § 20281.) For part-time employees, they become PERS members the first day of the next pay period after completion of 1,000 hours or 125 days in a fiscal year.

Employees in PERS also qualify for Social Security.

The Charter School LEA employees participate either in PERS or STRS according to their eligibility. Staff members who leave the LEA to work for the Foundation Home Office have the option of retaining their PERS or STRS status, if eligible. The non-school PERS or STRS eligible Foundation Home Office staff qualify for social security and may elect to participate in an employer 401(k) plan.

OVERSIGHT OF BENEFITS

The HR Department and the Finance Department at the MPS Home Office are responsible for monitoring the appropriate administration of benefits and ensuring appropriate arrangements for retirement coverage are made for all employees. The Charter School will make any contribution that is legally required of the employer, including STRS, PERS, social security, workers compensation, and other payroll obligations. All withholdings from employees and the Charter School will be forwarded to the STRS and PERS funds as required. Employees will accumulate service credit years in the same manner as all other members of STRS and PERS. The Charter School will submit all retirement data and will comply with all policies and procedures for payroll reporting. The Charter School assures that it will provide retirement information in a format required by the County. MERF acknowledges that the school must continue such participation for the duration of the charter school's existence under the same CDS code.

ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Ed. Code § 47605(b)(5)(L).)

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district or county office of education, or program of any school district or county office of education, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district or county office of education.

A pupil who chooses not to attend Charter School may attend a public school within the pupil’s school district of residence in accordance with applicable law and that school district’s policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school’s charter. A pupil may pursue an inter- or intra-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the school district, as they may change from time to time.

MSA-5 is a school of choice and no students shall be required to attend.

Parents and guardians of each student enrolled in the charter school will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in MSA-5, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: RIGHTS OF DISTRICT EMPLOYEES

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” (Ed. Code § 47605(b)(5)(M).)

Employees of the District or County who choose to leave the employment of the District or County to work at Charter School shall have no automatic rights of return to the District or County after employment at Charter School unless specifically granted by the District or County through a leave of absence or other agreement or policy of the District or County as aligned with the collective bargaining agreements of the District or County. Leave and return rights for District or County union-represented employees and former employees who accept employment with Charter School will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

ELEMENT 14: MANDATORY DISPUTE RESOLUTION

“The procedures to be followed by the charter school and the ~~entity granting the charter~~ chartering authority to resolve disputes relating to provisions of the charter.” (Ed. Code § 47605(~~cb~~)(5)(N).)

Disputes Between the Charter School and the County

The Charter School and LACOE will be encouraged to attempt to resolve any disputes with LACOE amicably and reasonably without resorting to formal procedures.

In the event that any dispute arises between the Charter School, its staff and Board members and LACOE and its staff and Board members, both parties agree to use the procedure outlined below, pursuant to County Board Policy 0420.4 and Administrative Regulation 0420.4, except for any dispute that is any way related to revocation of the charter petition.

In the event of a dispute between the Charter School and LACOE, the parties agree to first frame the issue in written format and to refer the issue to the LACOE Superintendent and Executive Director of the Charter School. The party who claims there is a dispute shall first identify the issue in writing with specificity and with supporting facts. The other party shall provide a written response to the identification of the issue within 20 business days.

The Executive Director and Superintendent, or their respective designees, will attempt to settle the dispute by meeting and conferring in a good faith attempt to resolve the dispute within 15 business days of the date of the written response.

If this joint meeting fails to resolve the dispute, the Superintendent and the Executive Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Executive Director, or their designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between LACOE and the Charter School. If mediation does not resolve the dispute, either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of LACOE and the Charter School.

At any time that LACOE believes the dispute relates to an issue that could lead to revocation of the charter petition, both parties will no longer be subject to this process. LACOE may proceed immediately with the revocation procedures as set forth in law and stated below if LACOE believes the Charter School:

- a. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- b. Failed to meet or pursue any of the pupil outcomes identified in the charter.
- c. Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- d. Violated any provision of law.

In addition to the authority granted by Education Code Sections 1241.5 and 47604.3, a county superintendent of schools may, based upon written complaints by parents or other information that justifies the investigation, monitor the operations of a charter school located within that county and conduct an investigation into the operations of that charter school. If a county superintendent of schools monitors or investigates a charter school pursuant to this section, the county office of education shall not incur any liability beyond the cost of the investigation.

Internal Disputes

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process. The County shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School.

ELEMENT 15: CHARTER SCHOOL CLOSURE PROCEDURES

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” (Ed. Code § 47605(b)(5)(O).)

In the event that the Charter School closes, the CEO will serve as the Charter School’s closure agent.

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the Los Angeles County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the County with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. The Charter School will ask the County to store original records of Charter School students. All student records of the Charter School shall be transferred to the County upon Charter School closure. If the County will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other

investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the County or County property will be promptly returned upon Charter School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

ADDITIONAL PROVISIONS

FACILITIES

~~MSA-5 will comply with its Facility Use Agreement.~~

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

District-Owned Facilities

If Charter School is using District facilities as of the date of the submission of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection by the District's Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other

District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

1. Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
2. Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
3. Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
4. Programs, Services, and Activities Outside Instructional Program; Third Party Vendors
 1. Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
 2. Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.
5. Minimum Payments or Charges to be Paid to District Arising From the Facilities:
 - a. Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
 - b. Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.

1. **Maintenance & Operations Services:** In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
 1. **Co-Location:** If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
 2. **Sole Occupant:** If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.
2. **Real Property Insurance:** Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide LACOE with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to LACOE. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all County policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to LACOE for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any non-District-owned school site and/or facility, Charter School shall ensure that the site and/or facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction,

reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to LACOE upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

MSA-5 has been located at its current co-located site at Reseda HS, 18230 Kittridge Street, Reseda, California 91335 since 2015. On April 1, 2021, the Los Angeles Unified School District issued a final Proposition 39 offer of facilities to MSA-5 for the 2021-22 school year whereby the District will move MSA-5 from its current co-location at Reseda HS to Chatsworth Charter High School, approximately eight (8) miles away from its current site.

Beginning with the 2021-22 school year, The Charter School intends to move to 18238 Sherman Way and 18220 Sherman Way, Reseda, California 91335, approximately one (1) mile from its current site and where MPS currently operates the charter school known as Magnolia Science Academy 1. The new facilities will comply with all applicable legal requirements pertaining to charter school facilities. The facilities will have sufficient classroom and office space to serve the enrollment projections for the remainder of the charter term, as outlined above. The MSA-1 campus has 20 classrooms in the middle school building (18238 Sherman Way) and 20 classrooms in the high school building (18220 Sherman Way) and has additional common areas such as a rooftop space that can be utilized for instruction or recreation. MSA-5 will occupy a total of 13 classrooms and MSA-1 will occupy a total of 27 classrooms.

INSURANCE

Before any individuals are employed, or property or facilities are acquired or leased, the Charter School shall procure from an insurance carrier licensed to do business in the State of California, or shall otherwise participate in a Joint Powers Authority (JPA) or other self-insurance pool consistent with Government Code § 6528 and keep in full force during the term of the charter, no less than the following insurance coverage:

- Commercial General Liability, including Damage to Rented Premises coverage (only required for rented premises the tenant occupies), of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles County Office of Education and the County Board of Education ("County Board") as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the Charter School's insurance shall be primary despite any conflicting provisions in the Charter School's policy. Coverage shall be maintained with no Self Insured Retention above \$15,000 without the prior written approval of the Office of Risk Management for the LACOE.

- Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the Charter School does not operate a student bus service. If the Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention.
- Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
- Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- Property Damage Liability replacement value limits sufficient to protect the Charter School's assets.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies. The policy shall be endorsed to name the Los Angeles County Office of Education and the County Board of Education as named additional insureds and shall provide specifically that any insurance carried by LACOE which may be applicable to any claims or loss shall be deemed excess and the Charter School's insurance shall be primary despite any conflicting provisions in the Charter School's policy.

The Charter School shall provide evidence of insurance coverage to LACOE prior to opening, annually and upon revision, its insurance carrier(s) and inform LACOE immediately if the coverage becomes inoperative for any reason. LACOE may request to see evidence of insurance coverage during site visits.

Certificates of insurance shall be mailed to:

Los Angeles County Office of Education
Insurance Compliance (EBIX)
P.O. Box 100085-LA
Duluth, GA 30096

In addition, the Charter School shall institute risk management policies and practices to address reasonably foreseeable occurrences and provide LACOE with evidence of such policies and practices on an annual basis.

The Charter School shall hold harmless, defend, indemnify, and name on the Certificate of Insurance as additional insureds the County Board, LACOE, its officers, agents, employees, and volunteers, from every

liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, the Charter School at its own expense and risk shall defend all legal proceedings which may be brought against it and/or the County Board, LACOE, its officers, agents, employees, and volunteers, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them. Certificates of insurance and policies shall name the County Board, LACOE, its officers, agents, employees, and volunteers, as additional insureds with respect to any potential tort liability irrespective of whether such potential liability might be predicted on theories of negligence, strict liability, or products liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

FISCAL MATTERS

Oversight Costs

LACOE may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or LACOE may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from LACOE. Notwithstanding the foregoing, LACOE may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). These expenditures shall be "classified using the California School Accounting Manual pursuant to Section 41010." (Ed. Code § 47606.5(b).)

Budgets and Financial Reporting

Governing Law: *The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(gh).*

Attached, please find the following documents:

- Budget narrative
- A projected budget
- Financial projections and cash flow for three years of operation

These documents are based upon the best data available to the petitioners at this time.

The Charter School shall provide reports to the County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the County:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the County shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the County as required by law and as requested by the County including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the LCAP.

The Charter School agrees to and submits to the right of the County to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the County.

Administrative Services

Governing Law: *The manner in which administrative services of the school are to be provided. Education Code Section 47605(hg).*

The Charter School will provide or procure its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

Facilities

Governing Law: The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. Education Code Section 47605(gh).

The charter school intends to ~~remain in the current facility location~~ locate at 18220 and 18238 Sherman Way, Reseda, California 91335~~18230 Kittridge St. Reseda, CA 91335~~. In order to provide all aspects of the educational program, the facility must will provide the following: at least 12 core classrooms, 2 science labs, 1 main office, 1 learning center, 1 resource/counseling room for FERPA compliance (confidential meetings and testing), 1 computer lab, a multi-purpose room, a parent center, cafeteria, auditorium and athletic facilities for PE classes to use, 13 core classrooms for 5 middle school grade groups and 7 high school grade groups, access to common areas such as the rooftop that can be used for instruction or recreation, multipurpose room, main office, and outdoor eating area.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the school and upon the school district. Education Code Section 47605(gh).

The Charter School shall be operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(ed), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure the County shall not be liable for the operation of the Charter School.

Further, the Charter School shall enter into a memorandum of understanding with the County, wherein the Charter School shall indemnify the County for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

The Charter School Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.



Magnolia Science Academy-5 Material Revision Data - Academics

Magnolia Science Academy-5 (MSA-5) has a strong academic performance and continues to improve overall in ELA and Math. Below is a brief look into MSA-5's SBAC for Middle School and High School ELA and Math as well as EL Reclassification Rates, Graduation Rates, and A-G Completion Rates.

SBAC ELA DATA

SBAC Historical Proficiency Rates - ELA (3-8,11)				
	2017	2018	2019	Change (2018 to 2019)
LAUSD	39.55%	42.31%	43.90%	1.59%
MSA-5	33.33%	45.63%	46.40%	0.77%

2019 Smarter Balanced Test Results - ELA (3-8,11)						
	Met or Exceeded	# of Stud. w/ Scs	Std Not Met	Std Nearly Met	Std Met	Std Exceeded
ALL STUDENTS						
MSA-5	46.40%	181	23.76%	29.83%	36.46%	9.94%

6th Grade						
Met or Exceeded	Mean Scale Score	# of Stud. w/ Scs	Std Not Met	Std Nearly Met	Std Met	Std Exceeded
40.68%	2492.5	59	33.90%	25.42%	27.12%	13.56%

7th Grade						
Met or Exceeded	Mean Scale Score	# of Stud. w/ Scs	Std Not Met	Std Nearly Met	Std Met	Std Exceeded
55.18%	2552.4	58	12.07%	32.76%	48.28%	6.90%

8th Grade						
Met or Exceeded	Mean Scale Score	# of Stud. w/ Scs	Std Not Met	Std Nearly Met	Std Met	Std Exceeded
39.62%	2534.6	53	26.42%	33.96%	35.85%	3.77%

11th Grade						
Met or Exceeded	Mean Scale Score	# of Stud. w/ Scs	Std Not Met	Std Nearly Met	Std Met	Std Exceeded
63.63%	2624.9	11	18.18%	18.18%	27.27%	36.36%

SBAC MATH DATA

SBAC Historical Proficiency Rates - MATH (3-8,11)				
	2017	2018	2019	Change (2018 to 2019)
MSA-5	15.60%	34.16%	38.67%	4.51%

2019 Smarter Balanced Test Results - MATH (3-8,11)						
	Met or Exceeded	# of Stud. w/ Scs	Std Not Met	Std Nearly Met	Std Met	Std Exceeded
ALL STUDENTS:						
MSA-5	38.67%	181	28.18%	33.15%	22.10%	16.57%

6th Grade						
Met or Exceeded	Mean Scale Score	# of Stud. w/ Scs	Std Not Met	Std Nearly Met	Std Met	Std Exceeded
30.50%	2520.4	59	28.81%	40.68%	15.25%	15.25%

7th Grade						
Met or Exceeded	Mean Scale Score	# of Stud. w/ Scs	Std Not Met	Std Nearly Met	Std Met	Std Exceeded
39.65%	2548.4	58	20.69%	39.66%	31.03%	8.62%

8th Grade						
Met or Exceeded	Mean Scale Score	# of Stud. w/ Scs	Std Not Met	Std Nearly Met	Std Met	Std Exceeded
43.40%	2562.1	53	33.96%	22.64%	16.98%	26.42%

11th Grade						
Met or Exceeded	Mean Scale Score	# of Stud. w/ Scs	Std Not Met	Std Nearly Met	Std Met	Std Exceeded
38.67%	2612.1	11	28.18%	33.15%	22.10%	16.57%

EL Reclassification Rates

	Enrollment	English Learners	Fluent-English-Proficient Students	Students Redesignated FEP
2018-19	281	73 (26.0 %)	143 (50.9 %)	8 (13.6 %)
2017-18	248	59 (23.8 %)	132 (53.2 %)	7 (0.0%)

Graduation and AG Completion Rates

School Year	# of Seniors	# of Seniors Earning a MPS Diploma	# of Graduating Seniors	% of Cohort Students Earning a MPS Diploma (any type)	# of Graduating Seniors Meeting UC/CSU Requirements	% of Graduating Seniors Meeting UC/CSU Requirements	# of Graduating Seniors Earning a Seal of Biliteracy	% of Graduating Seniors Earning a Seal of Biliteracy	# of Graduating Seniors Earning a Golden State Seal Merit Diploma
2020-2021	23	23	23	100.00%	23	100.00%	8	34.80%	9
2019-2020	5	5	5	100.00%	5	100.00%	2	40.00%	1

AMENDED AND RESTATED LEASE AGREEMENT

by and between

MPM SHERMAN WAY LLC,
a California limited liability company

and

**MAGNOLIA EDUCATIONAL &
RESEARCH FOUNDATION,**
a California nonprofit public benefit corporation

dated as of August 1, 2017

for the use and occupation of certain premises by

MAGNOLIA SCIENCE ACADEMY 1

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AMENDED AND RESTATED LEASE AGREEMENT

1. **Basic Provisions.**

1.1 **Parties.** This Amended and Restated Lease Agreement (“**Lease**”) dated, for reference purposes only, as of August 1, 2017, is made by and between MPM SHERMAN WAY LLC, a California limited liability company (“**Lessor**”), and MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION, a California nonprofit public benefit corporation (“**Lessee**”) (Lessor and Lessee being sometimes referred to herein collectively as the “**Parties**” and individually a “**Party**”). Lessee is entering into this Lease to provide for the use and occupation of the Premises (as defined below) by MAGNOLIA SCIENCE ACADEMY 1, also known as MAGNOLIA SCIENCE ACADEMY (the “**School**”), a California public charter school operated by Lessee. This Lease amends and restates that certain Lease Agreement dated as of June 1, 2014 by and between the parties (the “**Existing Lease**”).

1.2 **Premises.** The real property and improvements commonly referred to as 18228, 18214 and 18238 Sherman Way, Reseda, California, 91135, located in the County of Los Angeles, State of California and marked on the attached Exhibit A constitute the “**Premises.**” (*See also* Section 2 below.)

1.3 **Term.** The term of this Lease shall commence on funding of the Loan described in Section 1.5 below, (the “**Commencement Date**”) and shall end on July 1, 2044 (the “**Initial Term**”) (or such other later date if Lessee exercises its extension option) (such date, as it may be extended, the “**Expiration Date**”). (*See also* Section 3 below.) Until the Commencement Date of this Lease, the Existing Lease remains in full force and effect. Based upon the occurrence of any of the events described in Section 4.06(b) and (c) of the Loan Agreement, this Lease may be terminated by Lessee by depositing with the Bond Trustee (as defined in Section 1.5 below) sufficient cash or securities to defease the principal amount of the Bonds (as defined in Section 1.5 below).

1.4 **Extension Option.** Lessee shall have two (2) options to extend the Initial Term, each for five (5) years as of the funding of the Loan described in Section 1.5 below (such extension terms collectively, the “**Extension Term**” and, collectively with the Initial Term, the “**Term**”) with the Rent during the Extension Term to be set at an amount no less than the Fair Market Rent of the Premises at the date the option becomes exercisable. “**Fair Market Rent**” for purposes of this Section 1.4 shall be determined pursuant to Section 5 below.

1.5 **Base Rent.**

(a) Obligated Group. Lessor and Lessee acknowledge that Lessor is a member (a “**Member**”) of an obligated group (the “**Obligated Group**”) under a Master Trust Indenture dated as of August 1, 2017 (the “**Master Indenture**”), by and among Magnolia Properties Management, Inc., a California nonprofit public benefit corporation, as the Obligated Group representative (the “**Obligated Group Representative**”), certain other Obligated Group Members as identified in the Master Indenture (together with the Member, the “**Members**”), and UMB Bank, National Association, as master trustee (the “**Master Trustee**”). The Obligated Group Representative, on behalf of the Members, obtained a loan (the “**Loan**”) from the

California School Finance Authority (the “**Issuer**”) as evidenced by a Loan Agreement dated as of August 1, 2017, by and between the Issuer and the Obligated Group Representative (the “**Loan Agreement**,” under which the Obligated Group Representative is sometimes referred to as “**Borrower**”). The Loan will be funded by the proceeds of the Issuer’s Charter School Revenue Bonds (Magnolia Public Schools - Obligated Group), Draw Down Series 2017A (the “**Bonds**”) pursuant to an Indenture dated as of August 1, 2017 (the “**Bond Indenture**”) by and between the Issuer and UMB Bank, National Association, as bond trustee (the “**Bond Trustee**”). So long as the Loan is outstanding, the “**Base Rent**” shall be payable in accordance with the schedule set forth in Exhibit B attached hereto, subject to adjustment to reflect any adjustment to the debt service payable by Lessor in respect of the Bonds in the event of any prepayment of all or a portion of the Loan and the redemption or defeasance of all or a portion of the Bonds or in the event the Long Term Rate on the Reset Date exceeds 6.00%. Hamlin Capital Management, LLC is currently acting as the Bondholder Representative (the “**BHR**”). In the event of the prepayment of the Loan in its entirety and the redemption or defeasance of all of the Bonds prior to the Expiration Date or termination of this Lease such that no Bonds remain outstanding under the Indenture, the Base Rent shall be payable based upon the average of the debt service payments during the five (5) years immediately preceding such defeasance or prepayment.

(b) Intercept Notice. Simultaneously with the execution and delivery of the Bonds, Lessee shall deliver or cause to be delivered the Intercept Notice, substantially in the form set forth in Exhibit E attached hereto (the “**Intercept Notice**”), to the State Controller (as defined in Exhibit E hereto) to indicate transfers to the Bond Trustee to pay the amounts due under this Lease as they come due. Amounts specified in the Intercept Notice for transfer to the Bond Trustee shall be limited to funding apportioned for purposes of the charter school block grant or the local control funding formula pursuant to Section 42238.02 of the Education Code of the State of California (the “**State Apportionments**”). Lessee shall, with Lessor’s and BHR’s prior written consent, amend, supplement or restate the Intercept Notice and deliver such to the State Controller from time to time as necessary or appropriate (including without limitation as a result of redemption prior to maturity) to indicate transfers to the Bond Trustee to pay the amounts due under this Lease as they come due and to cure any delinquency in payment of such amounts. Lessee will cooperate with the Bond Trustee in any manner the Bond Trustee may request in connection with amending, supplementing or restating the Intercept Notice. If at any time the Intercept Notice is amended, supplemented or restated for any reason, Lessee shall promptly provide the Issuer, the Department of Education of the State of California, the BHR, the Bond Trustee and the Master Trustee with a copy of such amended, supplemented or restated Intercept Notice. The Intercept Notice may provide additional amounts payable to the Bond Trustee for purposes set forth in the Master Indenture or to any other payee or payees for any other costs necessary or incidental to the Bonds; provided, that Lessee shall not grant preference or any prior right of funding access or security in respect of the State Apportionment to any other payment indicated in the Intercept Notice or any other notice delivered pursuant to Section 17199.4 of the Education Code of the State of California. All deposits of moneys derived from the Intercept Notice hereunder shall be made at the corporate trust office of the Bond Trustee or such other payee as set forth in the Intercept Notice. Lessee shall timely amend, supplement or restate the Intercept Notice to require transfers to such other location as shall be designated in writing by the Bond Trustee or such other payee to Lessee.

1.6 **Refinancing of Loan.** For purposes of this Lease, “**Lender**” shall be deemed to refer to the Issuer under the Loan Agreement, its successors and assigns, including Master Trustee and Bond Trustee. Upon any refinancing of the Loan, the term “**Loan Agreement**” thereafter shall refer to the agreement for the refinancing of the Loan, the term “**Loan**” thereafter shall refer to the refinancing loan, and the term “**Lender**” thereafter shall refer to the lender making the refinancing loan, but otherwise all of the terms, covenants and conditions of this Lease shall remain unmodified and in full force and effect.

1.7 *(Reserved)*

1.8 **Real Estate Brokers.** None.

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the Term, at the Rent (as defined below) and upon and subject to all of the terms, covenants and conditions set forth in this Lease.

2.2 **Condition of Premises.** Lessee acknowledges that Lessor may construct improvements to the Premises (the “**Improvements**”), including the Buildings as described in Section 2.3 below, pursuant to the terms of the Loan Agreement described in Section 1.5. Lessee hereby acknowledges and agrees that it has reviewed and approved the Loan Agreement and agrees to accept the Improvements in their as-is condition, following completion of construction. All references in this Lease to the “**Premises**” shall be deemed to include the Improvements. Subject to the terms of Section 6.2(f) of this Lease, Lessee accepts the Premises in their current as-is condition. Lessee hereby acknowledges that the Premises have not undergone an inspection by a certified access specialist.

2.3 **Compliance.** Following completion of the Improvements, if the applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances (the “**Applicable Requirements**”) require, during the Term, the construction of an addition to or an alteration of the Premises or any portion of the buildings on the Premises (the “**Buildings**”), the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or the Buildings, Lessee hereby agrees to undertake and complete such construction, alteration, remediation, reinforcement or other modification (each, a “**Capital Expenditure**”), and the costs therefor shall be incurred solely by Lessee.

2.4 **Parking.** Lessee shall be provided with such number of parking spaces as Lessor and Lessee shall from time to time determine. For the avoidance of doubt, all parking spaces allocated to Lessee hereunder shall be deemed a part of the Premises leased hereunder and shall be subject to the terms hereof and any special rules and regulations promulgated by Lessor which relate specifically to parking.

2.5 **Energy Use Disclosure Program.** Lessee hereby acknowledges that Lessor may be required to disclose certain information concerning the energy performance of the Building (the “**Energy Disclosure Information**”) pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto (collectively the “**Energy Disclosure Requirements**”). If and to the extent not prohibited by applicable laws, Lessee hereby waives

any right Lessee may have to receive the Energy Disclosure Information, including, without limitation, any right Lessee may have to terminate this Lease as a result of Lessor's failure to disclose such information. Further, Lessee hereby releases Lessor from any and all losses, costs, damages, expenses and/or liabilities relating to, arising out of and/or resulting from the Energy Disclosure Requirements, including, without limitation, any liabilities arising as a result of Lessor's failure to disclose the Energy Disclosure Information to Lessee prior to the execution of this Lease. Lessee's acknowledgment of the AS-IS condition of the Premises pursuant to the terms of this Lease shall be deemed to include the energy performance of the Building. Lessee further acknowledges that pursuant to the Energy Disclosure Requirements, Lessor may be required in the future to disclose information concerning Lessee's energy usage to certain third parties, including, without limitation, prospective purchasers, lenders and lessees of the Building (the "**Energy Use Disclosure**") and Lessee agrees to provide Lessor with all such information as Lessor may require in order to satisfy the Energy Disclosure Requirements. Lessee hereby (A) consents to all such Energy Use Disclosures, and (B) acknowledges that Lessor shall not be required to notify Lessee of any Energy Disclosure Information. Further, Lessee hereby releases Lessor from any and all losses, costs, damages, expenses and liabilities relating to, arising out of and/or resulting from any Energy Use Disclosure. The terms of this Section shall survive the expiration or earlier termination of this Lease.

2.6 **CASp Inspection for Accessibility.** Lessor hereby notifies Lessee that the Premises have not undergone an inspection by a Certified Access Specialist ("**CASp**"). A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction related accessibility standards under California state law. Although California state law does not require a CASp inspection of the Premises, the Lessor may not prohibit Lessee from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Lessee, if requested by Lessee. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the Premises.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Term of this Lease are as specified in Section 1.3, provided that the commencement of rent shall commence on the later of (the "**Rent Commencement Date**"): (a) the Commencement Date and (b) following Lessor's completion of any Improvements in accordance with the Loan Agreement, the issuance of a temporary Certificate of Occupancy for the Premises.

4. **Rent and Expenses.**

4.1 **Rent Defined.** Subject to the terms of this Lease, Base Rent, Expenses (as defined below), Additional Rent (as defined below) and all other monetary obligations of Lessee to Lessor or to third parties arising under the terms of this Lease are deemed to be rent ("**Rent**").

4.2 **Expenses.** Lessee shall be responsible for all Expenses (as defined below) which Lessee shall pay to Lessor within thirty (30) days after receiving a statement from Lessor itemizing (with reasonable description) all charges included thereon.

“**Expenses**” shall mean all costs and expenses of the ownership, operation, maintenance, repair or replacement, and insurance of the Premises, as determined by standard accounting practices, including, by way of illustration only, and not by way of limitation, to the extent they apply to the Premises:

- (i) Gross receipts taxes, whether assessed against Lessor or assessed against Lessee and collected by Lessor;
- (ii) Water, sewage, and waste or refuse removal charges;
- (iii) Gas, electricity, telephone and other utilities;
- (iv) Reasonable costs incurred in the day-to-day management (if any), including the cost of management personnel;
- (v) Air conditioning and heating;
- (vi) Elevator maintenance (if any);
- (vii) Supplies, materials, labor, equipment, and utilities used in or related to the operation and maintenance of the Premises;
- (viii) All maintenance, replacement and repair costs including, without limitation, janitorial, cleaning and repair services relating to the Premises and all improvements thereon, including, without limitation, air conditioning systems, landscaping, service areas, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, janitorial (if any is supplied) and upgrades, and cost of compliance with applicable laws;
- (ix) Capital improvements made to the Premises (whether funded in full or amortized with reasonable financing charges) which may be required by any government authority or which will improve the operating efficiency of the Premises;
- (x) Real Property Taxes (as defined in Section 10.1 below) and personal property taxes (as described in Section 10.3 below), if any; and
- (xi) Any other costs or expenses incurred by Lessor under this Lease and not otherwise reimbursed by Lessee or any other lessee of the Premises. Expenses shall not include depreciation on the Buildings of which the Premises are a part.

4.3 **Additional Rent.** In addition to Base Rent and Expenses, Lessee shall be responsible for the payment of Additional Rent. Additional Rent shall be paid to Lessor on demand or, if such Additional Rent is ongoing and can be calculated on a periodic basis, on a monthly basis pursuant to a written schedule from time to time delivered by Lessor.

“**Additional Rent**” shall include but not be limited to the following:

(i) All amounts required to reimburse Lessor, or satisfy Lessor’s obligations, for any fees, expenses, taxes, indemnities, assessments or other payments that it pays under the terms of the Loan Agreement to or on behalf of the Lender;

(ii) Amounts necessary to reimburse Lessor, or satisfy Lessor’s obligations, for any payments, other than debt service, that Lessor makes as may be required under the Loan Agreement or this Lease; and

(iii) Amounts necessary to reimburse Lessor for payments it makes with respect to Lessor’s reasonable general operating expenses, including Lessor’s payment of Lessor’s share of the reasonable general operating expenses of Lessor’s sole member.

4.4 Extraordinary Monthly Rent. In the event that Lessee receives a notice (each an “**Extraordinary Monthly Rent Notice**”) from either Lessor or the Master Trustee, stating the Master Trustee has not received the payment of rent with respect to a Related Project (as defined in the Master Indenture) on or before the date that such required payment is due, then Lessee shall pay the Extraordinary Monthly Rent to the Master Trustee within three (3) business days after Lessee’s receipt of the Extraordinary Monthly Rent Notice. Lessor covenants to immediately provide Lessee with a copy of any Extraordinary Monthly Rent Notice received by Lessor pursuant to the terms of the Master Indenture. The “**Extraordinary Monthly Rent**” shall mean the amount set forth in such Extraordinary Monthly Rent Notice, which shall be Lessee’s Proportionate Share of the Extraordinary Monthly Rent. “**Proportionate Share**” shall mean the amount required to be paid by Lessee to ensure that all of the required rent with respect to all of the Related Projects have been timely made.

4.5 Payment. Lessee’s obligation to pay Rent shall commence on the Rent Commencement Date. Lessee shall cause all Rent payable to Lessor under this Lease to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction. Rent for any period during the Term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent due to Lessor shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Subject to the terms of the Bond Indenture, and so long as any of the Bonds or the Loan remains outstanding, Lessee shall: (a) through the Intercept Notice, cause the Los Angeles County Office of Education to transfer the portion of the State Apportionment attributable to the School to the Bond Trustee for deposit in the Revenue Fund (as defined in the Bond Indenture); and (b) cause the Bond Trustee to pay from the Revenue Fund the Rent due to Lessor under the terms of this Lease.

4.6 Budgeting Rent. Lessee covenants to take such action as may be necessary to include all such payments of Rent due hereunder in its annual budgets, to make, as necessary, annual appropriations for all such payments and to take such action annually as shall be required to provide funds in such year for such payments of Rent.

4.7 **Accounting.** If Lessor so requests in writing, Lessee agrees to provide Lessor with an annual, or more frequent, accounting of the Expenses paid for the just-completed calendar year.

4.8 **Limitation of Recourse.** Notwithstanding any other terms or provisions of this Lease to the contrary, Lessee's liability under this Lease will be limited to the Gross Revenues of the School and the Lessee Management Fees, and under no circumstances shall Lender have recourse to any revenues or assets (other than Lessee Management Fees) attributable to, or designated by any third party for, any other school operated by Lessee or pledged by Lessee to secure loans to or financings or leases for such other school. Such other school's moneys, assets and revenues would include income and revenues directly or indirectly derived by Lessee's operation of the other school, including without limitation per pupil revenues and other funding received from the State of California or by virtue of the charter granted to Lessee for the other school and all gifts, grants, bequests and contributions (including income and profits therefrom) to the extent specifically restricted by the donor or Lessee thereof to the other school and such moneys would also include net insurance or condemnation proceeds received or payable to Lessee on account of damage or destruction of the other school or its property or other loss incurred by Lessee with respect to its operation of the other school or its property. Nothing contained in this Section 4.8 shall be construed to release Lessor from the performance of any of the agreements on its part herein contained, and in the event Lessor shall fail to perform any such agreements on its part, Lessee may institute such action against Lessor as Lessee may deem necessary to compel performance so long as such action does not abrogate the obligations of Lessee contained in the first sentence of this Section 4.8. Lessee may, however, at Lessee's own cost and expense and in Lessee's own name or in the name of Lessor prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect Lessee's right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take such action necessary to effect the substitution of Lessee for Lessor in such action or proceeding if Lessee shall so request.

As used herein, "**Gross Revenues of the School**" means all income and revenues directly or indirectly derived by Lessee's operation of the School described in Section 1.1 of this Lease, including without limitation, per-pupil revenues and other funding received from the State of California or by virtue of the charter granted to Lessee for the School and all gifts, grants, bequests and contributions (including income and profits therefrom) specifically restricted by the donor or maker thereof to the School or the Premises, to the extent not specifically restricted by the donor or maker thereof to a particular purpose inconsistent with their use for the payments required under this Lease. Gross Revenues of the School also includes net insurance or condemnation proceeds received or payable to Lessee on account of damage or destruction of the Premises or other loss incurred by Lessee with respect to its operation of the School or the Premises.

As used herein, "**Lessee Management Fees**" means the internal management fees charged by Lessee to the public charter schools operated by Lessee, including but not limited to the School, for the administrative services provided by the Lessee central office staff to such schools, calculated as if each such school and the Lessee central office operations were operated as separate legal entities.

5. **Option to Extend.** Lessor hereby grants to Lessee two (2) options to extend the Initial Term of this Lease, each for a period of five (5) years (each, an “**Extension Option**”). Each respective Extension Option shall be deemed exercised unless Lessee provides Lessor with written notice, on or before one year prior to the then scheduled Expiration Date, of Lessee’s election not to exercise the respective Extension Option, provided that so long as Lessor has any obligations under the Loan Agreement, Lessee will exercise each Extension Option. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of this Lease shall remain unmodified and in full force and effect, except that:

(i) Each Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Base Rent for the Extension Term shall be determined as follows. Within thirty (30) days after the exercise or deemed exercise of the Extension Option, Lessor shall notify Lessee in writing as to Lessor’s determination, in Lessor’s good faith judgment, of the fair market rent of comparable space (including square footage, location and quality of the Premises) to the Premises (the “**Fair Market Rent**”) together with reasonable back-up material supporting Lessor’s determination. Lessee shall have twenty (20) days from receipt of Lessor’s determination of the Fair Market Rent accept or reject Lessor’s determination.

(iii) Notwithstanding any terms herein to the contrary, so long as the Loan is outstanding, in no event shall the Base Rent payable during any Extension Term be less than the debt service of the Loan, plus Issuer and Trustee Fees, or the Base Rent payable during the month preceding the commencement of the applicable Extension Term. Until the Fair Market Rent has been agreed upon, the initial Base Rent for the Extension Term shall be the Base Rent payable during the month preceding the commencement of the applicable Extension Term. In the event the Fair Market Rent is determined to be greater than such amount, then Lessee shall promptly pay Lessor any balance due.

(iv) If Lessee timely objects to Lessor’s determination of Fair Market Rent, Lessor and Lessee shall diligently attempt in good faith to agree on the Fair Market Rent within ten (10) days of Lessee’s notice of objection (“**Outside Agreement Date**”). If Lessor and Lessee fail to reach agreement by the Outside Agreement Date, each shall make a separate determination of the Fair Market Rent within five (5) days of the Outside Agreement Date. Such determination shall then be submitted to arbitration in accordance with (v) below.

(v) Within fifteen (15) days of the Outside Agreement Date, the Parties shall agree upon an arbitrator who shall decide whether the Parties will use Lessor’s or Lessee’s submitted Fair Market Rent and shall promptly notify Lessor and Lessee of its decision. If the Parties are unable to agree upon the arbitrator within fifteen (15) days of the Outside Agreement Date, within five (5) days thereafter, Lessor and Lessee shall each appoint an arbitrator and give notice to the other Party of such arbitrator’s name and business address. The arbitrator must be a licensed real estate broker or appraiser who has been active in the leasing or appraising of commercial

properties in the Central Los Angeles area for at least five years. If each Party appoints an arbitrator, the two appointed arbitrators shall, within ten (10) days after the appointment of the second arbitrator, agree on and appoint a third similarly qualified arbitrator and promptly provide notice to Lessor and Lessee of such arbitrator's name and business address. Within thirty (30) days after the appointment of the third arbitrator, the three (3) arbitrators shall decide whether the Parties will use Lessor's or Lessee's submitted Fair Market Rent and shall promptly notify Lessor and Lessee of their decision. The decision of the majority of the three (3) arbitrators shall be binding on Lessor and Lessee.

(vi) Such Base Rent as so determined shall be paid during the Extension Term in installments at the times and in the manner specified in this Lease.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for "educational facilities" as defined in Section 17173(f) of the Education Code of the State of California in order to operate a charter school that is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code (the "**Code**") as an organization described in Code Section 501(c)(3) and that qualifies as an "educational organization" as described under Code Section 170(b)(1)(A)(ii) (the "**Agreed Use**"), and for no other purpose, provided that Lessee shall not rent the Premises as residential rental property to others, or permit any subtenant to rent the Premises as residential rental property to others. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs other tenants on the Premises or causes damage to neighboring premises or properties. Subject to the foregoing, Lessee may, without Lessor's prior written consent, operate the School with such grade levels as Lessee may from time to time determine in its reasonable judgment and, if so requested by Lessee, Lessor will cooperate with Lessee, and execute any applications or other documentation reasonably required, for the purpose of obtaining a change in any zoning or other use restriction, including any conditional use permit currently or thereafter applicable to the Premises, to permit Lessee to use or operate the Premises for additional or different grades, provided, that Lessee shall reimburse Lessor for any reasonable expenses incurred in connection therewith.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean (i) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (A) pose a hazard to the Premises or to persons on or about the Premises or (B) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (ii) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (iii) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and

Liability Act (“**CERCLA**”), 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act (“**RCRA**”), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law (“**HWCL**”), Cal. Health & Safety Code § 25100 *et seq.*; the Hazardous Substance Account Act (“**HSAA**”), Cal. Health & Safety Code § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, Cal. Health & Safety Code § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the “**Porter-Cologne Act**”), Cal. Water Code § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (iv) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (v) any other chemical, materials or substance which may or could pose a hazard to the environment. The term “**Environmental Regulations**” shall mean any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and BHR if Bonds are outstanding and timely compliance (at Lessee’s expense) with all Applicable Requirements. “**Reportable Use**” shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor, Lender or Lessee to any liability therefor. In addition, Lessor and BHR may condition their consent to any Reportable Use upon receiving such additional assurances as Lessor and BHR reasonably deem necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor and BHR, Lessee shall immediately give written notice of such fact to Lessor and BHR, and provide Lessor and BHR with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the

plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor and its sole member, Lender and BHR, and the agents, employees, officers, and directors of such Parties, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor and BHR in writing at the time of such agreement. The provisions of this subdivision (d) of Section 6.2 shall survive the termination of this Lease.

(e) **Lessor Indemnification.** Lessor shall indemnify, defend and hold Lessee, Lender and BHR, and their agents, employees, officers, and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises (by a party other than Lessee) prior to the Commencement Date (provided, however, that Lessor shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessor). No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessor from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessee and BHR in writing at the time of such agreement.

(f) **Hazardous Substance Condition Remediation.** If Lessee becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then Lessee shall notify Lessor and BHR, and Lessor shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an Expense for which Lessee is responsible and this Lease shall continue in full force and effect, but subject to Lessor's rights under Section 6.2(d); provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than Lessee) prior to the Commencement Date, then Lessor shall be solely responsible for making the investigation and remediation thereof at its sole cost and expense, and this Lease shall continue in full force and effect. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Commencement Date. Lessee shall, within ten (10) days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor and BHR in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements.

7. Maintenance; Repairs.

7.1 Lessee's Obligations. Subject to the provisions of Sections 7.2 (Lessor's Obligations), 9 (Damage or Destruction) and 13 (Condemnation), Lessee shall, at Lessee's sole expense, keep the interior, exterior and structural elements of the Premises in good order, condition and repair; and keep the exterior, structural and major utility components of the Premises and other portions of the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Subject to the provisions of Sections 9 (Damage or Destruction) and 13 (Condemnation) and to the provisions of Section 3.03(c) of the Master Indenture (governing funds relating to, among other things, insurance and condemnation proceeds), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of Lessee. It is the intention of the Parties that the terms of this Lease shall govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.2 Lessor's Obligations. Subject to the provisions of Section 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 13 (Condemnation), Lessor shall keep the other portions of the Premises not covered in Section 7.1 above in good order, condition and repair. All costs and expenses incurred by Lessor in connection with the aforesaid maintenance and repair shall be deemed "Expenses" hereunder. Lessor's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair, and the costs relating thereto shall be deemed an "Expense" hereunder.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term “**Utility Installations**” refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term “**Trade Fixtures**” shall mean Lessee’s machinery and equipment that can be removed without doing material damage to the Premises. The term “**Alterations**” shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. “**Lessee Owned Alterations and/or Utility Installations**” are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Section 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor’s and BHR’s prior written consent, except as provided herein. Lessee may make non-structural Alterations or Utility Installations and may make structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor and BHR, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, and will not affect the electrical, plumbing, HVAC, and/or life safety systems. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor and BHR. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of Lessor and BHR shall be presented to Lessor and BHR in written form with detailed plans. Consent shall be deemed conditioned upon Lessee’s: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor and BHR with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor and BHR with as-built plans and specifications.

(c) **Liens.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic’s or materialmen’s lien against the Premises or any interest therein. Lessee shall give Lessor and BHR not less than ten (10) days’ notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** All Alterations and Utility Installations made by Lessee shall be the property of Lessee. All Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, at the option of Lessor, (i) be removed by Lessee or (ii) become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Surrender and Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. “**Ordinary wear and tear**” shall not include any damage or deterioration that would have been prevented by good maintenance practice. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises), even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Section 7.4(b) without the express written consent of Lessor shall constitute a holdover under the provisions of Section 23 below.

8. **Insurance; Indemnity.**

8.1 **Liability.** Lessee shall keep in force such liability insurance policies in such amounts as set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an “Expense” hereunder.

8.2 **Premises.** Lessee shall obtain and keep in force a policy or policies of property insurance in the name, and for the benefit, of Lessor, with loss payable to Lessor and to Lender insuring loss or damage to the Premises. The amount of such insurance shall be as set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an “Expense” hereunder.

8.3 **Rental Interruption.** Lessee shall also obtain and keep in force, for the benefit of Lessor, rental interruption insurance insuring Lessor for the amounts of Base Rent arising from an interruption of the payment of the Base Rent, Expenses and Additional Rent otherwise payable by Lessee hereunder, as set forth in Exhibit B attached hereto. The premium for such insurance shall be deemed an “Expense” hereunder.

8.4 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby releases and relieves the other, and waives their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.5 **Indemnity.** Except for Lessor’s negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor, Lender, BHR, Master

Trustee and their agents, partners, members, directors, and officers, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor, BHR, Master Trustee and/or Lender by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor, BHR, Master Trustee and/or Lender, as applicable, and Lessor, BHR, Master Trustee and/or Lender, as applicable, shall cooperate with Lessee in such defense. Lessor, BHR, Master Trustee and/or Lender, as applicable, need not have first paid any such claim in order to be defended or indemnified. The provisions of this Section 8.5 shall survive the termination of this Lease.

8.6 Exemption of Lessor from Liability. Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other sources or places.

8.7 Master Indenture. The foregoing notwithstanding, for so long as the Loan is outstanding, Lessee shall be deemed to meet its insurance obligations as set forth in this Section 8 if it carries, and it hereby agrees to carry, the insurance required under the terms of Section 3.03 of the Master Indenture, as such requirements may change from time to time as provided in the Master Indenture. For so long as the Loan is outstanding, Lessee shall cause the Master Trustee and Lessor to be named as additional insureds on Lessee's liability and property insurance policies.

9. Damage or Destruction.

Definitions.

(a) **"Damage"** shall mean damage or destruction to the improvements on the Premises.

(b) **"Insured Loss"** shall mean Damage which was caused by an event required to be covered by the insurance described in Section 8.2, irrespective of any deductible amounts or coverage limits involved.

(c) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

9.2 Damage—Insured Loss. Subject to the terms of the Loan Agreement, Lessor shall be entitled to any and all insurance proceeds that are available as a result of the Damage. If Damage that is an Insured Loss occurs, then Lessee shall be entitled to use the insurance proceeds that are actually collected as a result of the Damage to repair the Damage as soon as

reasonably possible and this Lease shall continue in full force and effect. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to affect such repair, Lessee shall promptly contribute the shortage in proceeds as and when required to complete said repairs.

9.3 **Damage—Uninsured Loss.** If Damage that is not an Insured Loss occurs, Lessee shall repair such damage as soon as reasonably possible at Lessee's expense, and this Lease shall continue in full force and effect.

9.4 **Waive Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises, Lessor's right to other income therefrom; and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Lessee shall timely file for exemption against any Real Property Taxes and shall maintain such exemption during the Term. In any event, Lessee shall pay, before the same become past due, the Real Property Taxes applicable to the Premises during the Term to the extent any such Real Property Taxes are charged, levied, assessed or imposed.

10.3 **Personal Property Taxes.** Lessee shall timely file for exemption against any taxes on Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee and shall maintain such exemption during the Term. Lessee shall pay, prior to delinquency, all such taxes to the extent they are charged, levied, assessed or imposed after an exemption for such taxes is filed as required hereunder.

11. **Assignment and Subletting.**

11.1 **By Lessee.** Lessee shall not sublease, assign, mortgage, pledge, hypothecate or encumber this Lease or any of Lessee's interest hereunder without the prior written consent of Lessor (which shall not be unreasonably withheld) and BHR. Lessee acknowledges that, pursuant to the Loan Agreement, Lessor is required to obtain Lender's approval to a sublease, assignment or other transfer of Lessee's interest in the Lease and that Lessor's disapproval shall be deemed reasonable if based on Lender's disapproval. Lessee acknowledges that the financing

of the Premises through the Bonds may restrict the assignees which could be approved by Lessor.

11.2 **By Lessor.** Lessee acknowledges that the Premises are subject to a deed of trust and assignment of rents in favor of the Master Trustee and that this Lease is assigned to the Master Trustee as security for the Loan.

12. **Default; Breach; Remedies.**

12.1 **Default; Breach.** A “**Default**” is defined as a failure by Lessee to comply with or perform any of the terms, covenants or conditions under this Lease. A “**Breach**” is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises.

(b) The failure of Lessee to make any payment of Rent required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days (in the case of failure to make any payment of Rent) or such failure continues for a period of 3 business days following written notice to Lessee (in the case of any other failure), provided that a payment of Rent scheduled to be paid pursuant to an Intercept Notice shall be deemed timely paid if paid by the last business day of the month in which such payment is due.

(c) Any representation or warranty made in this Lease, or in any report, certificate, financial statement, or instrument furnished in connection with this Lease, proves to have been false or misleading when made, in any material respect.

(d) Lessee violates or fails to observe or perform any covenant contained in Section 3 of Exhibit D attached hereto.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, other than those described in subparagraphs 12.1(a) through (d) above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Lessee’s Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion, not to exceed ninety (90) days.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a “**debtor**” as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 90 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee’s assets located at the Premises or of Lessee’s interest in this Lease, where possession is not restored to Lessee within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee’s assets located at the Premises or of Lessee’s interest in this Lease, where such seizure is not discharged

within sixty (60) days; provided, however, in the event that any provision of this subparagraph (f) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee given to Lessor was materially false.

12.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations (other than paying Rent and compliance with covenants and financial reporting requirements pursuant to Section 28), within fifteen (15) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within fifteen (15) days after notice, to commence and diligently prosecute such duties and obligations to completion within 90 days), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, including Lessee's failure to comply with the covenants or financial reporting requirements set forth in Section 28, Lessor may, with or without further notice or demand, but with the consent of BHR, or shall, at BHR's direction, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees of Lessor and BHR, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the district within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Section 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 12.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Section 12.1. In such case, the applicable grace period required by Section 12.1 and the unlawful

detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect Lessor's interests, shall not constitute a termination of Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under this Lease, including under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

12.3 **Interest.** Any monetary payment due Lessor hereunder not received by Lessor when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due for non-scheduled payments, shall bear interest from the date when due as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to any late charges and default rate interest under the Loan Agreement.

13. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs, and Expenses thereafter shall be limited to those applying to the remaining Premises subject to this Lease. Subject to the terms of the Loan Agreement, in the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to Lessee's use and quiet enjoyment of the Premises as a whole, then all available Condemnation awards and/or payments shall be used first, to restore the remaining portion of the Premises to a usable whole, and second, to reduce the balance of any loan made to Lessor and secured by the Premises in proportion to the portion taken or sold. Any portion of the award and/or payment that remains after the foregoing purposes have been satisfied shall be the property of Lessor. Subject to the terms of the Loan Agreement, if the entirety of the Premises is taken, then the Condemnation awards and/or payments shall be the property of Lessor.

14. **Estoppel Certificates.** Each Party (a "**Responding Party**") shall within ten (10) days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

15. **Definition of Lessor.** The term “**Lessor**” as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. Upon any transfer of fee title to the Premises, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by Lessor shall be binding only upon Lessor as hereinabove defined.

16. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17. **Days.** Unless otherwise specifically indicated to the contrary, the word “**days**” as used in this Lease shall mean and refer to calendar days.

18. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease.

19. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

20. **No Prior or Other Agreements.** Subject to the terms of the Loan Agreement and other documents relating to the Bonds, this Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Each Party represents and warrants that the execution of this Lease will not, to the best of the Party’s knowledge, constitute a violation under any material agreements to which such Party is a party.

21. **Notices.**

21.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 21. The addresses for the Parties are set forth below and shall constitute the respective addressed for delivery or mailing of notices. Either Party may, by written notice to the others, specify a different address for notice. Upon Lessee’s taking possession of the Premises, the Premises shall constitute Lessee’s address for notice unless Lessee notifies Lessor otherwise. A copy of all notices to Lessor or Lessee shall be concurrently transmitted to such party or parties at such addresses as Lessor or Lessee, respectively, may from time to time hereafter designate in writing.

21.2 **Addresses.**

Lessor: MPM Sherman Way LLC
c/o Magnolia Properties Management, Inc.
13950 Milton Avenue, Suite 200B
Westminster, California 92683
Attention: Chief Financial Officer

Lessee: Magnolia Educational & Research Foundation
13950 Milton Avenue, Suite 200B
Westminster, California 92683
Attention: Chief Financial Officer

Lender (during the time the Loan is outstanding):
California School Finance Authority
State Treasurer's Office
304 S. Broadway, Suite 550
Los Angeles, California 90013
Attention: Executive Director
Telecopy: (213) 620-6309

BHR: Hamlin Capital Management, LLC
640 Fifth Avenue, 6th Floor
New York, New York 10019
Attention: Benjamin P. Kaufman
Telecopy: (212) 752-5698

21.3 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown; the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

22. **Waivers.** No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof.

23. **No Right To Hold Over.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 110% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

24. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this

Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease 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. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Lease shall be initiated in the County of Los Angeles.

27. **(Reserved)**

28. **Mandatory Covenants.** For so long as the Loan is outstanding and has not been defeased or for so long as Lessor shall have obligations under the Loan Agreement, the provisions of Exhibit D shall be applicable for the benefit of Lessor and the Lender.

29. **Lessor's Access; Showing Premises; Repairs.** Lessor and BHR shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four hours' prior notice for the purpose of inspecting the Premises, verifying compliance by Lessee with this Lease, showing the Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises as long as there is no material adverse effect to Lessee's use of the Premises.

30. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

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

32. **Amendments.** Subject to the terms of the Bond Indenture, this Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a lender in connection with the obtaining of normal financing or refinancing of the Premises.

33. **Limitation of Rights to Parties.** Except as otherwise provided herein, nothing in this Lease is intended or shall be construed to give to any person other than Lessor and Lessee any legal or equitable right, remedy or claim under or in respect of this Lease or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of Lessor and Lessee.

34. **Subordination of Management Agreements.** Lessee shall amend any management agreement for the School such that, so long as Bonds remain outstanding: (i) the obligation of

Lessee to pay management fees relating to the School shall be subordinate to its payment of operating expenses of the School and rent payments to Lessor under this Lease; (ii) the obligation of Lessee to pay management fees relating to the School shall be suspended for any such time as the payment of management fees would cause Lessee to fail to meet any of the financial covenants contained in Section 6 of Exhibit D to this Lease (concerning the days cash on hand and the debt service coverage ratio); and (iii) during any period of time when management fees remain unpaid, such fees shall accrue without interest.

35. **Pledge and Security Interest.** To secure the payment and performance of its obligations hereunder, Lessee hereby pledges to Lessor and grants Lessor a security interest in the Gross Revenues of the School and in the Lessee Management Fees. From time to time, Lessee may own or hold funds or other assets subject to a statutory, regulatory, grantor-imposed or donor-imposed restriction on use that prohibits the use of such funds or assets to satisfy the obligations of Lessee under this Agreement and/or prohibits the encumbrance of such funds or assets to secure such obligations. The foregoing pledge and grant of security interest shall not encumber, attach to, or transfer, and the holder of any claims of Lessor under this Lease shall have no recourse under this Lease to, any funds or assets of Lessee to the extent that any transfer of such funds or assets to or for the benefit of such holder would violate any such restriction on the use of such funds or assets.

(Signatures on next page)

(Signature page of Lease Agreement)

The Parties hereto have executed this Lease as of the day and year first above written.

Lessor:

MPM SHERMAN WAY LLC,
a California limited liability company

By: Magnolia Properties Management, Inc.,
a California nonprofit public benefit
corporation,
its sole member

By: 
Name: Caprice Young
Title: CEO

Lessee:

**MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION,**
a California nonprofit public benefit corporation

By: 
Name: Saken Sherkhanov
Title: Chairman of the Board

EXHIBIT A

Description of Premises

Real property in the City of Los Angeles (Reseda area), County of Los Angeles, State of California, described as follows:

PARCEL 1

LOT 1 AND ALL OF LOT 2, EXCEPT THE WESTERLY 62 FEET THEREOF AND ALL OF LOT 5, EXCEPT THE WESTERLY 62 FEET THEREOF, TRACT NO. 17598, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 530 PAGES 37 AND 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2125-036-095 and 2125-036-100

PARCEL 2

LOT(S) 1 AND 10 OF TRACT NO. 21799, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 617 PAGES 42-44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2125-036-021, 2125-036-105, 2125-036-106

EXHIBIT B

Schedule of Base Rent Payments

(Remainder of page intentionally left blank)

MAGNOLIA PUBLIC SCHOOLS (MSA 1)

Ser. 2017A & Ser. 2014 TOTAL MONTHLY BASE RENTS (beg. 10/1/17)

<u>Base Rent Payment Dates</u>	<u>2017 Total Payment</u>	<u>2014 Total Payment</u>	<u>Total Base Rent Payment</u>
09/01/17	0.00		0.00
10/01/17	46,142.47	37,163.39	83,305.86
11/01/17	46,142.47	37,163.40	83,305.87
12/01/17	45,247.14	37,163.40	82,410.54
01/01/18	45,247.14	37,163.39	82,410.53
02/01/18	47,253.33	37,163.40	84,416.73
03/01/18	47,253.33	37,163.40	84,416.73
04/01/18	47,253.33	37,163.39	84,416.72
05/01/18	47,253.33	37,163.39	84,416.72
06/01/18	47,253.33	37,163.39	84,416.72
07/01/18	47,253.34	37,163.39	84,416.73
08/01/18	70,186.66	37,471.73	107,658.39
09/01/18	70,186.66	37,471.73	107,658.39
10/01/18	70,186.66	37,471.73	107,658.39
11/01/18	70,186.66	37,471.73	107,658.39
12/01/18	70,186.66	37,471.73	107,658.39
01/01/19	70,186.68	37,471.73	107,658.41
02/01/19	70,186.66	37,471.73	107,658.39
03/01/19	70,186.66	37,471.73	107,658.39
04/01/19	70,186.66	37,471.73	107,658.39
05/01/19	70,186.66	37,471.72	107,658.38
06/01/19	70,186.66	37,471.72	107,658.38
07/01/19	70,186.70	37,471.73	107,658.43
08/01/19	70,543.99	37,421.73	107,965.72
09/01/19	70,543.99	37,421.73	107,965.72
10/01/19	70,543.99	37,421.73	107,965.72
11/01/19	70,543.99	37,421.73	107,965.72
12/01/19	70,543.99	37,421.73	107,965.72
01/01/20	70,544.01	37,421.73	107,965.74
02/01/20	70,543.99	37,421.73	107,965.72
03/01/20	70,543.99	37,421.73	107,965.72
04/01/20	70,543.99	37,421.73	107,965.72
05/01/20	70,543.99	37,421.72	107,965.71
06/01/20	70,543.99	37,421.72	107,965.71
07/01/20	70,544.06	37,421.73	107,965.79
08/01/20	70,577.34	37,379.02	107,956.36
09/01/20	70,577.34	37,379.02	107,956.36
10/01/20	70,577.34	37,379.02	107,956.36
11/01/20	70,577.34	37,379.02	107,956.36
12/01/20	70,577.34	37,379.02	107,956.36
01/01/21	70,577.34	37,379.02	107,956.36
02/01/21	70,577.34	37,379.02	107,956.36
03/01/21	70,577.34	37,379.02	107,956.36
04/01/21	70,577.34	37,379.02	107,956.36
05/01/21	70,577.34	37,379.02	107,956.36
06/01/21	70,577.34	37,379.02	107,956.36
07/01/21	70,577.29	37,379.02	107,956.31
08/01/21	70,834.00	37,314.44	108,148.44
09/01/21	70,834.00	37,314.44	108,148.44
10/01/21	70,834.00	37,314.43	108,148.43
11/01/21	70,834.00	37,314.44	108,148.44
12/01/21	70,834.00	37,314.44	108,148.44
01/01/22	70,834.00	37,314.44	108,148.44
02/01/22	70,834.00	37,314.44	108,148.44

MAGNOLIA PUBLIC SCHOOLS (MSA 1)

Ser. 2017A & Ser. 2014 TOTAL MONTHLY BASE RENTS (beg. 10/1/17)

Base Rent Payment Dates	2017 Total Payment	2014 Total Payment	Total Base Rent Payment
03/01/22	70,834.00	37,314.44	108,148.44
04/01/22	70,834.00	37,314.43	108,148.43
05/01/22	70,834.00	37,314.44	108,148.44
06/01/22	70,834.00	37,314.44	108,148.44
07/01/22	70,833.97	37,314.43	108,148.40
08/01/22	71,299.99	37,227.98	108,527.97
09/01/22	71,299.99	37,227.98	108,527.97
10/01/22	71,299.99	37,227.98	108,527.97
11/01/22	71,299.99	37,227.98	108,527.97
12/01/22	71,299.99	37,227.98	108,527.97
01/01/23	71,300.01	37,227.98	108,527.99
02/01/23	71,299.99	37,227.98	108,527.97
03/01/23	71,299.99	37,227.98	108,527.97
04/01/23	71,299.99	37,227.98	108,527.97
05/01/23	71,299.99	37,227.97	108,527.96
06/01/23	71,299.99	37,227.97	108,527.96
07/01/23	71,300.06	37,227.98	108,528.04
08/01/23	71,428.00	37,536.31	108,964.31
09/01/23	71,428.00	37,536.31	108,964.31
10/01/23	71,428.00	37,536.32	108,964.32
11/01/23	71,428.00	37,536.31	108,964.31
12/01/23	71,428.00	37,536.31	108,964.31
01/01/24	71,428.00	37,536.32	108,964.32
02/01/24	71,428.00	37,536.31	108,964.31
03/01/24	71,428.00	37,536.31	108,964.31
04/01/24	71,428.00	37,536.32	108,964.32
05/01/24	71,428.00	37,536.31	108,964.31
06/01/24	71,428.00	37,536.31	108,964.31
07/01/24	71,428.00	37,536.30	108,964.30
08/01/24	72,032.00	37,384.23	109,416.23
09/01/24	72,032.00	37,384.23	109,416.23
10/01/24	72,032.00	37,384.23	109,416.23
11/01/24	72,032.00	37,384.23	109,416.23
12/01/24	72,032.00	37,384.23	109,416.23
01/01/25	72,032.01	37,384.23	109,416.24
02/01/25	72,032.00	37,384.23	109,416.23
03/01/25	72,032.00	37,384.23	109,416.23
04/01/25	72,032.00	37,384.23	109,416.23
05/01/25	72,032.00	37,384.22	109,416.22
06/01/25	72,032.00	37,384.22	109,416.22
07/01/25	72,031.99	37,384.23	109,416.22
08/01/25	72,017.33	37,542.56	109,559.89
09/01/25	72,017.33	37,542.56	109,559.89
10/01/25	72,017.33	37,542.57	109,559.90
11/01/25	72,017.33	37,542.56	109,559.89
12/01/25	72,017.33	37,542.56	109,559.89
01/01/26	72,017.34	37,542.57	109,559.91
02/01/26	72,017.33	37,542.56	109,559.89
03/01/26	72,017.33	37,542.56	109,559.89
04/01/26	72,017.33	37,542.57	109,559.90
05/01/26	72,017.33	37,542.56	109,559.89
06/01/26	72,017.33	37,542.56	109,559.89
07/01/26	72,017.34	37,542.55	109,559.89
08/01/26	72,491.34	37,234.23	109,725.57
09/01/26	72,491.34	37,234.23	109,725.57

MAGNOLIA PUBLIC SCHOOLS (MSA 1)

Ser. 2017A & Ser. 2014 TOTAL MONTHLY BASE RENTS (beg. 10/1/17)

Base Rent Payment Dates	2017 Total Payment	2014 Total Payment	Total Base Rent Payment
10/01/26	72,491.34	37,234.23	109,725.57
11/01/26	72,491.34	37,234.23	109,725.57
12/01/26	72,491.34	37,234.23	109,725.57
01/01/27	72,491.31	37,234.23	109,725.54
02/01/27	72,491.34	37,234.23	109,725.57
03/01/27	72,491.34	37,234.23	109,725.57
04/01/27	72,491.34	37,234.23	109,725.57
05/01/27	72,491.34	37,234.22	109,725.56
06/01/27	72,491.34	37,234.22	109,725.56
07/01/27	72,491.28	37,234.23	109,725.51
08/01/27	74,160.01	37,317.56	111,477.57
09/01/27	74,160.01	37,317.56	111,477.57
10/01/27	74,160.01	37,317.57	111,477.58
11/01/27	74,160.01	37,317.56	111,477.57
12/01/27	74,160.01	37,317.56	111,477.57
01/01/28	74,159.99	37,317.57	111,477.56
02/01/28	74,160.01	37,317.56	111,477.57
03/01/28	74,160.01	37,317.56	111,477.57
04/01/28	74,160.01	37,317.57	111,477.58
05/01/28	74,160.01	37,317.56	111,477.57
06/01/28	74,160.01	37,317.56	111,477.57
07/01/28	74,159.94	37,317.55	111,477.49
08/01/28	74,464.00	37,350.90	111,814.90
09/01/28	74,464.00	37,350.90	111,814.90
10/01/28	74,464.00	37,350.89	111,814.89
11/01/28	74,464.00	37,350.90	111,814.90
12/01/28	74,464.00	37,350.90	111,814.90
01/01/29	74,464.00	37,350.89	111,814.89
02/01/29	74,464.00	37,350.90	111,814.90
03/01/29	74,464.00	37,350.90	111,814.90
04/01/29	74,464.00	37,350.89	111,814.89
05/01/29	74,464.00	37,350.89	111,814.89
06/01/29	74,464.00	37,350.89	111,814.89
07/01/29	74,464.00	37,350.89	111,814.89
08/01/29	74,666.67	37,334.23	112,000.90
09/01/29	74,666.67	37,334.23	112,000.90
10/01/29	74,666.67	37,334.23	112,000.90
11/01/29	74,666.67	37,334.23	112,000.90
12/01/29	74,666.67	37,334.23	112,000.90
01/01/30	74,666.67	37,334.23	112,000.90
02/01/30	74,666.67	37,334.23	112,000.90
03/01/30	74,666.67	37,334.23	112,000.90
04/01/30	74,666.67	37,334.23	112,000.90
05/01/30	74,666.67	37,334.22	112,000.89
06/01/30	74,666.67	37,334.22	112,000.89
07/01/30	74,666.64	37,334.23	112,000.87
08/01/30	74,778.66	37,267.56	112,046.22
09/01/30	74,778.66	37,267.56	112,046.22
10/01/30	74,778.66	37,267.57	112,046.23
11/01/30	74,778.66	37,267.56	112,046.22
12/01/30	74,778.66	37,267.56	112,046.22
01/01/31	74,778.68	37,267.57	112,046.25
02/01/31	74,778.66	37,267.56	112,046.22
03/01/31	74,778.66	37,267.56	112,046.22
04/01/31	74,778.66	37,267.57	112,046.23

MAGNOLIA PUBLIC SCHOOLS (MSA 1)

Ser. 2017A & Ser. 2014 TOTAL MONTHLY BASE RENTS (beg. 10/1/17)

Base Rent Payment Dates	2017 Total Payment	2014 Total Payment	Total Base Rent Payment
05/01/31	74,778.66	37,267.56	112,046.22
06/01/31	74,778.66	37,267.56	112,046.22
07/01/31	74,778.70	37,267.55	112,046.25
08/01/31	75,333.34	37,567.56	112,900.90
09/01/31	75,333.34	37,567.56	112,900.90
10/01/31	75,333.34	37,567.57	112,900.91
11/01/31	75,333.34	37,567.56	112,900.90
12/01/31	75,333.34	37,567.56	112,900.90
01/01/32	75,333.34	37,567.57	112,900.91
02/01/32	75,333.34	37,567.56	112,900.90
03/01/32	75,333.34	37,567.56	112,900.90
04/01/32	75,333.34	37,567.56	112,900.90
05/01/32	75,333.34	37,567.56	112,900.90
06/01/32	75,333.34	37,567.56	112,900.90
07/01/32	75,333.29	37,567.55	112,900.84
08/01/32	75,487.99	37,375.90	112,863.89
09/01/32	75,487.99	37,375.90	112,863.89
10/01/32	75,487.99	37,375.89	112,863.88
11/01/32	75,487.99	37,375.90	112,863.89
12/01/32	75,487.99	37,375.90	112,863.89
01/01/33	75,488.01	37,375.89	112,863.90
02/01/33	75,487.99	37,375.90	112,863.89
03/01/33	75,487.99	37,375.90	112,863.89
04/01/33	75,487.99	37,375.89	112,863.88
05/01/33	75,487.99	37,375.89	112,863.88
06/01/33	75,487.99	37,375.89	112,863.88
07/01/33	75,488.06	37,375.89	112,863.95
08/01/33	75,802.67	37,550.90	113,353.57
09/01/33	75,802.67	37,550.90	113,353.57
10/01/33	75,802.67	37,550.89	113,353.56
11/01/33	75,802.67	37,550.90	113,353.57
12/01/33	75,802.67	37,550.90	113,353.57
01/01/34	75,802.67	37,550.89	113,353.56
02/01/34	75,802.67	37,550.90	113,353.57
03/01/34	75,802.67	37,550.90	113,353.57
04/01/34	75,802.67	37,550.89	113,353.56
05/01/34	75,802.67	37,550.89	113,353.56
06/01/34	75,802.67	37,550.89	113,353.56
07/01/34	75,802.64	37,550.89	113,353.53
08/01/34	76,261.34	37,234.23	113,495.57
09/01/34	76,261.34	37,234.23	113,495.57
10/01/34	76,261.34	37,234.23	113,495.57
11/01/34	76,261.34	37,234.23	113,495.57
12/01/34	76,261.34	37,234.23	113,495.57
01/01/35	76,261.34	37,234.23	113,495.57
02/01/35	76,261.34	37,234.23	113,495.57
03/01/35	76,261.34	37,234.23	113,495.57
04/01/35	76,261.34	37,234.23	113,495.57
05/01/35	76,261.34	37,234.22	113,495.56
06/01/35	76,261.34	37,234.22	113,495.56
07/01/35	76,261.29	37,234.23	113,495.52
08/01/35	76,581.33	37,234.23	113,815.56
09/01/35	76,581.33	37,234.23	113,815.56
10/01/35	76,581.33	37,234.23	113,815.56
11/01/35	76,581.33	37,234.23	113,815.56

MAGNOLIA PUBLIC SCHOOLS (MSA 1)

Ser. 2017A & Ser. 2014 TOTAL MONTHLY BASE RENTS (beg. 10/1/17)

Base Rent Payment Dates	2017 Total Payment	2014 Total Payment	Total Base Rent Payment
12/01/35	76,581.33	37,234.23	113,815.56
01/01/36	76,581.34	37,234.23	113,815.57
02/01/36	76,581.33	37,234.23	113,815.56
03/01/36	76,581.33	37,234.23	113,815.56
04/01/36	76,581.33	37,234.23	113,815.56
05/01/36	76,581.33	37,234.22	113,815.55
06/01/36	76,581.33	37,234.22	113,815.55
07/01/36	76,581.34	37,234.23	113,815.57
08/01/36	77,029.33	37,572.77	114,602.10
09/01/36	77,029.33	37,572.77	114,602.10
10/01/36	77,029.33	37,572.77	114,602.10
11/01/36	77,029.33	37,572.77	114,602.10
12/01/36	77,029.33	37,572.77	114,602.10
01/01/37	77,029.33	37,572.77	114,602.10
02/01/37	77,029.33	37,572.77	114,602.10
03/01/37	77,029.33	37,572.77	114,602.10
04/01/37	77,029.33	37,572.77	114,602.10
05/01/37	77,029.33	37,572.77	114,602.10
06/01/37	77,029.33	37,572.77	114,602.10
07/01/37	77,029.36	37,572.77	114,602.13
08/01/37	77,589.34	37,390.48	114,979.82
09/01/37	77,589.34	37,390.48	114,979.82
10/01/37	77,589.34	37,390.48	114,979.82
11/01/37	77,589.34	37,390.48	114,979.82
12/01/37	77,589.34	37,390.48	114,979.82
01/01/38	77,589.34	37,390.48	114,979.82
02/01/38	77,589.34	37,390.48	114,979.82
03/01/38	77,589.34	37,390.48	114,979.82
04/01/38	77,589.34	37,390.48	114,979.82
05/01/38	77,589.34	37,390.47	114,979.81
06/01/38	77,589.34	37,390.47	114,979.81
07/01/38	77,589.29	37,390.48	114,979.77
08/01/38	77,712.00	37,546.73	115,258.73
09/01/38	77,712.00	37,546.73	115,258.73
10/01/38	77,712.00	37,546.73	115,258.73
11/01/38	77,712.00	37,546.73	115,258.73
12/01/38	77,712.00	37,546.73	115,258.73
01/01/39	77,712.01	37,546.73	115,258.74
02/01/39	77,712.00	37,546.73	115,258.73
03/01/39	77,712.00	37,546.73	115,258.73
04/01/39	77,712.00	37,546.73	115,258.73
05/01/39	77,712.00	37,546.72	115,258.72
06/01/39	77,712.00	37,546.72	115,258.72
07/01/39	77,711.99	37,546.73	115,258.72
08/01/39	78,224.01	37,598.81	115,822.82
09/01/39	78,224.01	37,598.81	115,822.82
10/01/39	78,224.01	37,598.82	115,822.83
11/01/39	78,224.01	37,598.81	115,822.82
12/01/39	78,224.01	37,598.81	115,822.82
01/01/40	78,223.99	37,598.82	115,822.81
02/01/40	78,224.01	37,598.81	115,822.82
03/01/40	78,224.01	37,598.81	115,822.82
04/01/40	78,224.01	37,598.82	115,822.83
05/01/40	78,224.01	37,598.81	115,822.82
06/01/40	78,224.01	37,598.81	115,822.82

MAGNOLIA PUBLIC SCHOOLS (MSA 1)

Ser. 2017A & Ser. 2014 TOTAL MONTHLY BASE RENTS (beg. 10/1/17)

Base Rent Payment Dates	2017 Total Payment	2014 Total Payment	Total Base Rent Payment
07/01/40	78,223.94	37,598.80	115,822.74
08/01/40	78,826.66	37,546.73	116,373.39
09/01/40	78,826.66	37,546.73	116,373.39
10/01/40	78,826.66	37,546.73	116,373.39
11/01/40	78,826.66	37,546.73	116,373.39
12/01/40	78,826.66	37,546.73	116,373.39
01/01/41	78,826.66	37,546.73	116,373.39
02/01/41	78,826.66	37,546.73	116,373.39
03/01/41	78,826.66	37,546.73	116,373.39
04/01/41	78,826.66	37,546.73	116,373.39
05/01/41	78,826.66	37,546.72	116,373.38
06/01/41	78,826.66	37,546.72	116,373.38
07/01/41	78,826.71	37,546.73	116,373.44
08/01/41	79,493.33	37,390.48	116,883.81
09/01/41	79,493.33	37,390.48	116,883.81
10/01/41	79,493.33	37,390.48	116,883.81
11/01/41	79,493.33	37,390.48	116,883.81
12/01/41	79,493.33	37,390.48	116,883.81
01/01/42	79,493.32	37,390.48	116,883.80
02/01/42	79,493.33	37,390.48	116,883.81
03/01/42	79,493.33	37,390.48	116,883.81
04/01/42	79,493.33	37,390.48	116,883.81
05/01/42	79,493.33	37,390.47	116,883.80
06/01/42	79,493.33	37,390.47	116,883.80
07/01/42	79,493.37	37,390.48	116,883.85
08/01/42	79,685.33	37,546.73	117,232.06
09/01/42	79,685.33	37,546.73	117,232.06
10/01/42	79,685.33	37,546.73	117,232.06
11/01/42	79,685.33	37,546.73	117,232.06
12/01/42	79,685.33	37,546.73	117,232.06
01/01/43	79,685.34	37,546.73	117,232.07
02/01/43	79,685.33	37,546.73	117,232.06
03/01/43	79,685.33	37,546.73	117,232.06
04/01/43	79,685.33	37,546.73	117,232.06
05/01/43	79,685.33	37,546.72	117,232.05
06/01/43	79,685.33	37,546.72	117,232.05
07/01/43	79,685.34	37,546.73	117,232.07
08/01/43	80,496.01	37,187.50	117,683.51
09/01/43	80,496.01	37,187.50	117,683.51
10/01/43	80,496.01	37,187.50	117,683.51
11/01/43	80,496.01	37,187.50	117,683.51
12/01/43	80,496.01	37,187.50	117,683.51
01/01/44	80,495.99	37,187.50	117,683.49
02/01/44	80,496.01	37,187.50	117,683.51
03/01/44	80,496.01	37,187.50	117,683.51
04/01/44	80,496.01	37,187.50	117,683.51
05/01/44	80,496.01	37,187.50	117,683.51
06/01/44	80,496.01	37,187.50	117,683.51
07/01/44	80,495.94	37,187.50	117,683.44
Total	\$23,842,331.16	\$12,041,939.94	\$35,884,271.10

EXHIBIT C

Insurance Coverage

Lessee shall obtain and maintain the following insurance coverages:

(a) Property insurance (including builder's all-risk insurance) against loss or damage to any structure constituting any part of the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises or (ii) the principal amount of the Loan then outstanding, and shall be subject to a deductible not to exceed \$5,000.

(b) Rental interruption insurance to cover loss, total or partial, of rental income to Lessor for any reason whatsoever, in an amount sufficient to pay the maximum Rent under the Lease for a period of at least 12 months.

(c) Liability insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the ownership and operation of facilities of similar character and size to the Premises.

(d) Workers' compensation insurance necessary to comply with California state law.

EXHIBIT D

Mandatory Covenants

For so long as the Loan is outstanding and has not been defeased or for so long as Lessor shall have obligations under the Loan Agreement or the Master Indenture, the following provisions of this Exhibit D shall be applicable for the benefit of Lessor, BHR, the Bondholders and the Bond Trustee. Capitalized terms not otherwise defined in this Exhibit D shall have the meanings ascribed to such terms in the Lease and the Loan Agreement, or, if not defined therein, in the Master Indenture, provided that, unless the context otherwise requires, the term "School" shall mean the School described in this Lease.

1. **General Covenants.** Lessee covenants and agrees:

(a) **School's Charter.** To take all reasonable actions to maintain the School's Charter with a sponsoring entity and to take or cause to be taken any and all actions required to renew or extend the term of the School's Charter with a sponsoring entity. As soon as practicable, Lessee covenants to provide Lessor and the Bondholder Representative with a copy of any notice received with regards to any sponsoring entity's intent to renew or extend the term of any such Charter or any notice of any issues which, if not corrected or resolved, could lead to termination or nonrenewal of any such Charter. If such Charter is terminated or not renewed, Lessee shall use its best efforts, and shall cooperate with Lessor, to amend references to the School in the Lease to references to a successor charter school, if any, operated by Lessee at the Premises, to assign this Lease to an entity that maintains a Charter with a sponsoring entity. Further, Lessee shall maintain accreditation status under the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the California Education Code) and related administrative rules and, to the extent required to maintain the approval of the School's Charter petition by the sponsoring entity, meet the student performance accountability standards stated in the School's Charter petition.

(b) **Limitation on Disposition of Property, Plant and Equipment.** Without the consent of the Master Trustee and the Bondholder Representative, not to dispose or transfer any property, plant and equipment consisting of all or any part of the Premises, except for disposition or transfers:

(i) of property, plant and equipment no longer necessary for the operation of the Premises;

(ii) of property, plant and equipment replaced by property, plant and equipment of similar type and/or of substantially equivalent function with a substantially equivalent value; or

(iii) of property, plant and equipment sold or disposed of at a price equal to its fair market value.

2. **Financial Reporting.** Lessee agrees to provide Lessor and the Bondholder Representative, and upon written request, the Master Trustee, the following information:

- (a) quarterly unaudited financial information of the School not later than 45 days from the end of each quarter,
- (b) annual budgets of the School within 30 days of their adoption,
- (c) financial information of the School within 30 days of approval by the governing board of Lessee,
- (d) the results of any federal or State of California testing within 45 days of receipt by the governing board of Lessee,
- (e) within 7 days of receipt, any notification or report of any potential or alleged violation of the Charter for the School, and
- (f) such other information as may be reasonably requested by Lessor, the Bondholder Representative or the Trustee.

3. **Lessee Representations and Warranties.** Lessee represents, warrants, and covenants that:

(a) it is an organization described in Section 501(c)(3) and Section 170(b)(1)(A)(ii) of the Code, and except for unrelated business income taxable under Section 511 of the Code, it is exempt from federal income tax under Section 501(a) of the Code;

(b) it will not take any action or omit to take any action that, if taken or omitted, would cause: (x) it to lose its current federal income tax status as exempt from federal income taxation under Section 501(a) of the Code as an organization described in Code Section 501(c)(3) and as an organization described in Code Section 170(b)(1)(A)(ii) or 170(b)(1)(A)(vi), or (y) Lessor to be viewed, for federal income tax purposes, as other than disregarded as an entity separate from its sole member pursuant to Treasury Regulation Section 301.7701-3(b);

(c) it has not and will not divert a substantial part of its corpus or income for a purpose or purposes other than the purpose or purposes for which it is organized or operated and will use Bond proceeds solely for the charitable purposes of Lessee;

(d) it has not operated, and will not operate, in a manner that would result in it being classified as an “action” organization within the meaning of Section 1.501(c)(3)-1(c)(3) of the Treasury Regulations, including, but not limited to, promoting or attempting to influence legislation by propaganda or otherwise as a substantial part of its activities;

(e) it shall not use any of the proceeds of the Bonds to: (A) carry on propaganda, or otherwise attempt to influence legislation, within the meaning of Section 4945(d)(1) or Section 501(c)(3) of the Code, or the corresponding provisions of any subsequent federal tax laws; or (B) participate in, or intervene in (including publishing or distributing of any statements), any political campaign on behalf of any political candidate for public office or attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive, within the meaning of Section 4945(d)(2) or Section 501(c)(3) of the Code, or corresponding provisions of any subsequent federal tax laws, and not make any grant which does

not comply with the requirements of Section 4945(d)(3) or Section 4945(d)(4) of the Code, or corresponding provisions of any subsequent federal tax laws, or which violates the provisions of Section 4945(d)(5) of the Code, or corresponding provisions of any subsequent federal tax laws;

(f) none of its directors, officers, organizers or incorporators, or any Person controlled by Lessee, or any other Person having a private or professional interest in the activities of Lessee has acquired or received nor will such Persons be allowed to acquire or receive, directly or indirectly, without due compensation, goods, or services therefore, or any of the income or assets of Lessee, in any form;

(g) it is not a “private foundation” within the meaning of Section 509(a) of the Code;

(h) it has not received any indication or notice to the effect that its exemption from federal income taxation under Section 501(a) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in full force and effect;

(i) it will timely file with the Internal Revenue Service all requests for determination, reports, and returns required to be filed by it to maintain its status as organizations described in Section 501(c)(3) of the Code, and such requests for determination, reports, and returns have not omitted or misstated any material fact;

(j) it has not devoted nor will it devote more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code;

(k) the School’s Charter is in full force and effect; and

(l) to the best of its knowledge, it is in material compliance with the terms, including financial covenants, of all leases and loan agreements to which it is a party.

4. Assignment to Master Trustee; Deposit of Rental Payments. Lessee hereby acknowledges and consents to the assignment by Lessor of Lessor’s rights hereunder to the Master Trustee under the Master Indenture and covenants and agrees, subject to the provisions of Sections 11(b) and 14 of the Loan Agreement, to deposit all Base Rent and Additional Rent hereunder with the Master Trustee under the Master Indenture. Lessee hereby covenants to pay to the Master Trustee the Base Rent and Additional Rent due hereunder on or before the twenty-fifth (25th) day of each month. In accordance with the terms of Section 1.5 of the Lease, Lessee also agrees to provide an Intercept Notice to the State Controller requesting that the amounts specified therein be transferred to the Bond Trustee.

5. Limitation on Liens on Gross Revenues of the School. Except as set forth above, Lessee covenants and agrees that it will not create, assume or suffer to exist any lien upon the Gross Revenues of the School and that, if a subordinate security interest is created or assumed upon the Gross Revenues of the School by Lessee, Lessee will make or cause to be made effective a provision whereby the obligations of Lessee under this Lease will be secured prior to any such indebtedness or other obligation secured by such security interest and that the revenues required by the Intercept Notice to be deposited with the Bond Trustee under the Bond Indenture

will continue to be so deposited. A security interest in the Gross Revenues of the School on parity with the lien created by this Lease may only be created in connection with the issuance of Indebtedness under the Master Indenture and with the written consent of the Bondholder Representative.

6. **Financial Covenants.** Appendix B to the Master Indenture (“Appendix B”) is incorporated herein by this reference. For purposes of construing Appendix B, capitalized terms used in Appendix B and defined in Appendix B or in the Master Indenture shall have the meanings set forth in Appendix B or in the Master Indenture, as applicable. MERF covenants and agrees to comply with all financial covenants applicable to MERF or to the School under Appendix B. A copy of Appendix B is attached hereto.

7. **Change in Financial Accounting Under GAAP.** If any pending or future change in financial accounting under GAAP, including but not limited to a change in the treatment of leases, shall lead to a materially different result in a calculation under any financial covenant in this Exhibit D, then such financial covenant shall be calculated based on GAAP in effect as of the date of this Lease as if such change in financial accounting had never occurred.

EXHIBIT E

Form of Intercept Notice

This Notice shall be provided not later than the date of issuance of the Bonds.

Notice to the State Controller Pursuant to Education Code Section 17199.4

August __, 2017

Re: California School Finance Authority School Facility Revenue Bonds (Magnolia Public Schools – Obligated Group) Draw Down Series 2017A

WHEREAS, MPM Sherman Way LLC (the “Borrower”) has entered into a Loan Agreement, dated as of August 1, 2017, by and between the California School Finance Authority (the “Authority”) and the Borrower, providing for a loan (the “Loan”) for the acquisition and construction of charter school facilities to be owned by the Borrower and leased to Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation, which operates Magnolia Science Academy 1, also known as Magnolia Science Academy, a school established pursuant to the Charter Schools Act of 1992, as amended, constituting Part 26.8 (commencing with Section 47600) of Division 4 of Title 2 of the Education Code of the State of California (the “Lessee”) (CDS# 19-64733-6119945); and

WHEREAS, the Authority has issued its above-referenced revenue bonds (the “Bonds”) to fund the Loan;

NOW THEREFORE, NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 17199.4(a)(1) AND (4) OF THE EDUCATION CODE OF THE STATE OF CALIFORNIA TO THE STATE CONTROLLER OF THE STATE OF CALIFORNIA (the “State Controller”), that:

1. The governing board of the Lessee has elected, pursuant to a resolution adopted on _____, 2017 and Section 17199.4(A)(1) and (4) of the Education Code, to direct the State Controller to make transfers at the times and in the amounts (or such lesser amounts as are available to transfer) in the “State Intercept” column set forth on Schedule I attached hereto, directly to UMB Bank, National Association, as trustee (the “Trustee”), for the Bonds. If the amount transferred on any transfer date is less than the amount in the “State Intercept” column set forth on Schedule I attached hereto, then such deficiency shall be added to subsequent transfers until no deficiency remains.

2. Transfers pursuant to paragraph 1 above shall be paid by wire transfer of immediately available funds to:

UMB Bank, National Association

(Signature on next page)

(Signature page to intercept notice)

MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION, as operator of Magnolia Science
Academy 1, also known as Magnolia Science Academy

By: _____
Name: _____
Title: _____

Schedule I

Intercept Payment Amounts and Dates

(Remainder of page intentionally left blank)

APPENDIX B TO MASTER INDENTURE

(See attached)

APPENDIX B

FINANCIAL COVENANTS

Except as otherwise noted, these financial covenants are applicable to each public charter school operated by MERF and located at the Facilities from and after the date upon which the Member that is the Landlord or Lender, as applicable under such Lease or School Loan Agreement, as applicable, joins the Obligated Group (each a “School” and, collectively, the “Schools”), but excluding any public charter school operated by MERF at premises that are not owned, leased or financed by a Member that is part of the Obligated Group or is owned, leased or financed by a Member that withdraws from the Obligated Group to the extent and in accordance with the Master Indenture, from and after the date of such withdrawal. As of the date of original execution and delivery hereof, the Schools are MSA-1, MSA-San Diego and MSA-Santa Ana. Unless otherwise required by the context, all terms used in this Appendix B which are defined in the Master Indenture shall have the meanings assigned to them therein, except as set forth below.

- **Extraordinary Monthly Rent.**

- In the event that MERF under any Lease receives a notice (each an “Extraordinary Monthly Rent Notice”) from either the lessor under such Lease (the “Lessor”) or the Master Trustee stating the Master Trustee has not received the payment of Rent with respect to a Related Project on or before the date that such required payment is due, then MERF shall pay the Extraordinary Monthly Rent to the Master Trustee within three (3) Business Days after MERF’s receipt of such Extraordinary Monthly Rent Notice. The Lessor shall covenant in such Lease to immediately provide MERF with a copy of any Extraordinary Monthly Rent Notice received by Lessor pursuant to the terms of the Master Indenture. “Extraordinary Monthly Rent” shall mean the amount set forth in an Extraordinary Monthly Rent Notice, which shall be MERF’s Proportionate Share of the Extraordinary Monthly Rent. “Proportionate Share” shall mean the amount required to be paid by MERF to ensure that all of the required Rent Payments with respect to all of the Related Projects (as that term is defined in this Master Indenture) have been timely made.
- “*Base Rent*” set forth under each Lease shall include, as one component, the “Extraordinary Monthly Rent.”

- **Liquidity Covenant.**

- The Schools shall, collectively, maintain Days Cash on Hand equal to at least 45 days. Compliance with such covenant shall be evidenced by a certificate of MERF, on behalf of the Schools, setting forth the calculation of such amount based on the results of the annual audit of each School for such Fiscal Year upon release of such audit. If on any testing date the minimum Days Cash on Hand for the Schools is below the requirement, MERF may be required to engage, at its expense, an Independent Consultant, as described in the following paragraphs.

- MERF shall deliver to the Bondholder Representative (if any), the Borrower and the Trustee an officer's certificate executed by an Authorized Representative of MERF, no later than six months after the close of each Fiscal Year based upon audited results, commencing for the Fiscal Year ending June 30, 2018, setting forth a computation of the Days Cash on Hand as of such date on behalf of the Schools.
- If the certificate of MERF discloses that the Schools' Days Cash on Hand to be less than what is required above, Bondholders holding a majority of the Outstanding Bonds shall have the right to direct (a) the Trustee in writing to require MERF to engage, or (b) to direct MERF in writing to engage, at MERF's expense and on behalf of the Schools, an Independent Consultant acceptable to the Bondholders to submit a written report and make recommendations within 45 days of being retained (a copy of such report and recommendations shall be filed with the Bondholder Representative (if any) and the Trustee) with respect to increasing income of the Schools, decreasing Operating Expenses or other financial matters of the Schools which are relevant to increasing the Schools' Unrestricted Cash and Investments to at least the required level. MERF agrees that promptly upon the receipt of such recommendations, subject to applicable requirements or restrictions imposed by law, it shall consider revising its methods of operation and taking such other actions to comply with any recommendation of the Independent Consultant identified in the report of the Independent Consultant. So long as MERF shall retain an Independent Consultant as hereby required and complies with such Independent Consultant's recommendations (subject to applicable requirements or restrictions imposed by law), no default or Event of Default shall be declared solely by reason of a violation of the requirements of this Liquidity Covenant.
- For the purpose of the Liquidity Covenant, the following terms shall have the following meanings:
 - "*Independent Consultant*" means a Person that does not have any direct financial interest or any material indirect financial interest in the Borrower or any School and is not connected with the Borrower or any School as an officer, employee, promoter, trustee, partner, director or Person performing similar functions, and designated by the Borrower, qualified to pass upon questions relating to the financial affairs of facilities of the type or types operated by MERF and having a favorable reputation for skill and experience in the financial affairs of such facilities.
 - "*Days Cash on Hand*" means, as of any date of determination with respect to the Schools, the product of 365 times a fraction, (a) the numerator of which is Unrestricted Cash and Investments and amounts in the related Repair and Replacement Fund; and (b) the denominator of which is total Operating Expenses, in each case, for the period of four consecutive fiscal quarters ended on the date of determination, and determined in accordance with generally accepted accounting principles.

- “*Unrestricted Cash and Investments*” means the sum of unrestricted cash, cash equivalents, marketable securities, including without limitation board-designated assets, but excluding any trustee-held or similar funds held under the Bond Indenture or similar debt documents. For the purposes of calculations of the liquidity requirements of this Liquidity Covenant, an unrestricted contribution from a third party or affiliate shall be treated as being made during the period of such calculation so long as the unrestricted contribution is made prior to the date the applicable Officer's Certificate is required to be delivered with respect to such calculation.
 - “*Operating Expenses*” means fees and expenses of each School, including maintenance, repair expenses, utility expenses, administrative and legal expenses, miscellaneous operating expenses, debt service, advertising costs, payroll expenses (including taxes), the cost of materials and supplies used for current operations of the Schools, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Schools, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with generally accepted accounting principles, all in such amounts as reasonably determined by MERF, on behalf of the Schools; provided, however, “Operating Expenses” shall not include depreciation, amortization or other non-cash expenses nor those expenses which are actually paid from any revenues of the Schools which are not Available Revenues, nor payment for improvements which are capitalized for accounting purposes.
 - “*Available Revenues*” means, to the extent permitted by law, all revenues, rentals, fees, third-party payments, receipts, accounts, or other income of the Schools, including the rights to receive such revenues (each subject to Permitted Encumbrances), all as calculated in accordance with generally accepted accounting principles, including, without limitation, proceeds derived from insurance, condemnation proceeds, accounts, contract rights and other rights and assets, whether now or hereafter owned, held or possessed by any School; and all gifts, grants, bequests, donations and contributions (including income and profits therefrom) to the extent permitted by the terms thereof and by law.
- **Coverage Ratio Covenant.**
 - MERF shall, on behalf of itself and each School, deliver annually, upon completion of MERF's annual audit, to the Issuer, the Trustee and the Bondholder Representative (if any) a certificate stating the Debt Service Coverage Ratio for the Fiscal Year then ended and evidencing the calculation thereof, commencing with the Fiscal Year ending June 30, 2017. The Debt Service Coverage Ratio is required to be at or above 1.10 to 1 for each applicable School for each Fiscal Year, commencing with the Fiscal Year ending June 30, 2017. If, for any Fiscal

Year ending June 30, 2017, or after, such Debt Service Coverage Ratio for any School is below 1.10 to 1 or 1.00 to 1, as applicable, MERF shall retain, at its expense, an Independent Consultant to submit a written report and make recommendations within 45 days of being retained (a copy of such report and recommendations shall be filed with the Bondholder Representative (if any) and the Trustee) with respect to increasing income of any School, decreasing Operating Expenses or other financial matters of any School which are relevant to increasing the Debt Service Coverage Ratio to at least the required level. MERF agrees that promptly upon the receipt of such recommendations, subject to applicable requirements or restrictions imposed by law, it shall consider revising its methods of operation and taking such other actions to comply with any reasonable recommendation of the Independent Consultant identified in the report of the Independent Consultant. Within 5 Business Days of receipt of the certificate to be delivered under this Coverage Ratio Covenant, the Trustee is required to notify Registered Owners of the Obligations Outstanding of the Debt Service Coverage Ratio if the Debt Service Coverage Ratio of any School is below 1.00 to 1. So long as the Debt Service Coverage Ratio is not below 1.00 to 1, and so long as MERF shall retain an Independent Consultant and complies with such Independent Consultant's reasonable recommendations (subject to applicable requirements or restrictions imposed by law), no default or Event of Default shall be declared solely by reason of a violation of the requirements of this Coverage Ratio Covenant. Notwithstanding the foregoing provisions in this Section, the failure of any School to have a Debt Service Coverage Ratio of at least 1.00 to 1 for any Fiscal Year ending June 30, 2017 or after shall be an Event of Default hereunder.

- For the purpose of this Coverage Ratio Covenant subsection, the following terms shall be prescribed the following meanings:
 - “*Debt Service Coverage Ratio*” means, for any Fiscal Year, the ratio obtained by dividing the Net Income Available for Debt Service for such Fiscal Year by the Debt Service Requirement, as such ratio is certified to by an Accountant of MERF.
 - “*Debt Service Requirement*” means, for any Fiscal Year, the Debt Service (net of (i) amounts in the Capitalized Interest Account with respect to such Long-Term Indebtedness and (ii) amounts in the Debt Service Reserve Fund available and required to be applied in the year of final maturity of such Long-Term Indebtedness) with respect to all Long-Term Indebtedness outstanding for such Fiscal Year.
 - “*Net Income Available for Debt Service*” means, for any period of determination thereof, the Available Revenues of the applicable School for such period, plus the interest earnings on moneys held in the applicable portion of the Debt Service Reserve Fund established under the Related Bond Indenture (but only to the extent that such interest earnings are transferred to the Bond Fund under the Related Bond Indenture), plus required payments from the Capitalized Interest Account, minus the total

Operating Expenses of such School for such period but excluding from Operating Expenses (i) debt service paid on Indebtedness, (ii) any profits or losses which would be regarded as extraordinary items under generally accepted accounting principles, (iii) gain or loss in the extinguishment of Indebtedness of such School, (iv) proceeds of the Bonds and any other Indebtedness permitted by this Master Indenture, (v) proceeds of insurance policies, other than policies for business interruption insurance, maintained by or for the benefit of such School or MERF on behalf of such School, the proceeds of any sale, transfer or other disposition of the Facilities or any other of such School's assets by such School, and any condemnation or any other damage award received by or owing to such School and (vi) 50% of the Management Fee.

- “*Indebtedness*” means all obligations for borrowed money, installment sales and all lease obligations, incurred or assumed by a School or MERF on behalf of such School, including Guaranties, Long-Term Indebtedness, Short-Term Indebtedness or any other obligation for payments of principal and interest with respect to money borrowed.
- “*Guaranty*” means all loan commitments and all obligations of a School or MERF on behalf of such School guaranteeing in any manner whatever, whether directly or indirectly, any obligation of any other Person that would, if such other Person were such School, constitute Indebtedness.
- “*Long-Term Indebtedness*” means Indebtedness having an original maturity greater than one year or renewable at the option of a School or MERF on behalf of such School, for a period greater than one year from the date of original incurrence or issuance thereof unless, by the terms of such Indebtedness, no Indebtedness is permitted to be outstanding thereunder for a period of at least twenty (20) consecutive days during each calendar year.
- “*Management Fee*” means that fee paid by each School to MERF, and noticed as a “Management fee” in MERF’s annual audited financial reports, and approved upon the adoption of each year’s budget and according to the policy of MERF’s Governing Board.
- “*Short-Term Indebtedness*” means all Indebtedness of a School or MERF on behalf of such School not considered Long-Term Indebtedness or a Guaranty.

- **Additional Indebtedness and Leases.**

- Subject to Section 3.05 of the Master Indenture and any similar provision relating to Additional Indebtedness under any Related Supplement for any Obligation of the Obligated Group issued under the Master Indenture, MERF may incur additional indebtedness according to the terms below:

- Long-Term Indebtedness. MERF may incur additional Long-Term Indebtedness if any of the following tests is met:
 - (1) the Debt Service Coverage Ratio for the most recent Fiscal Year for which an audit has been completed was at least 1.10 to 1 (taking into account the proposed additional Long-Term Indebtedness and any Long-Term Indebtedness to be refinanced thereby); or
 - (2) an Independent Consultant reports that the (a) the Debt Service Coverage Ratio for the most recent Fiscal Year for which an audit has been completed was at least 1.10 to 1 and (b) the Debt Service Coverage Ratio for each the first three consecutive Fiscal Years following the incurrence of such Long-Term Indebtedness or, if such Long-Term Indebtedness is being issued to finance improvements, equipment or new facilities, the first three consecutive Fiscal Years after such improvements, equipment or new facilities are placed in service, is projected to be at least 1.10 to 1 (taking into account the proposed additional Long-Term Indebtedness and any Long-Term Indebtedness to be refinanced thereby and provided that, such projected Net Income Available for Debt Service shall be adjusted to provide for any projected revenues and expenses anticipated as the result of any real or personal property acquired, constructed, or completed with the proceeds of any such Long-Term Indebtedness); or
 - (3) an Independent Consultant reports that the Debt Service Coverage Ratio for each the first three consecutive Fiscal Years following the incurrence of such Long-Term Indebtedness or, if such Long-Term Indebtedness is being issued to finance improvements, equipment or new facilities, the first three consecutive Fiscal Years after such improvements, equipment or new facilities are placed in service, is projected to be at least 1.35 to 1 (taking into account the proposed additional Long-Term Indebtedness and any Long-Term Indebtedness to be refinanced thereby and provided that, such projected Net Income Available for Debt Service shall be adjusted to provide for any projected revenues and expenses anticipated as the result of any real or personal property acquired, constructed, or completed with the proceeds of any such Long-Term Indebtedness).
- Completion Indebtedness. MERF may issue Completion Indebtedness in an amount not to exceed 10% of the original Indebtedness issued for the purpose of financing certain Capital Improvements, if the following conditions are met: (i) MERF certifies, in writing, to the Trustee that at the time the original Indebtedness issued for the purpose of financing certain Capital Improvements was incurred, MERF believed or had reason to believe that the proceeds of such Indebtedness together with other moneys then expected to be available to pay for such Capital Improvements would provide sufficient moneys for the completion thereof; (ii) a Consulting Architect provides the Trustee with a written statement

specifying the amount necessary to complete such Capital Improvements; and (iii) MERF certifies, in writing, to the Trustee that the proceeds of the proposed Completion Indebtedness, together with other legally available moneys of MERF, will be in an amount equal to the amount set forth in clause (ii) of this subsection.

- Refunding Indebtedness. MERF may issue Refunding Indebtedness, provided that MERF certifies, in writing, to the Trustee that the Debt Service Requirement will not be increased by more than 10% by such refunding.
- Balloon Indebtedness. MERF may issue Balloon Indebtedness if the conditions set forth in clause (A)(1) or (A)(2) under this heading are met when it is assumed that: (A) the Balloon Amount is Long-Term Indebtedness maturing over a term equal to the term of the Balloon Amount or a term of 20 years from the date of issuance of the Balloon Indebtedness, whichever is greater; and (B) the Balloon Amount bears interest on the unpaid principal balance at the Projected Rate and is payable on a level debt service basis over a 20-year period.
- Short-Term Indebtedness. Short Term Indebtedness (other than Indebtedness consisting of accounts payable incurred in the ordinary course of business or other Indebtedness not incurred or assumed primarily to assure the repayment of money borrowed or credit extended which Indebtedness is incurred in the ordinary course of business, which may be incurred without limitation) in a total principal amount which at the time incurred does not, together with the principal amount of all other such Short Term Indebtedness of MERF then outstanding but excluding the principal payable on all Funded Indebtedness during the next succeeding 12 months and also excluding such principal to the extent that amounts are on deposit in an irrevocable escrow and such amounts (including, where appropriate, the earnings or other increments to accrue thereon) are required to be applied to pay such principal and such amounts so required to be applied are sufficient to pay such principal, exceed 10% of the Gross Revenues of MERF for the most recent Fiscal Year for which financial statements reported upon by independent certified public accountants are available; provided, however, that for a period of 20 consecutive calendar days in each Fiscal Year the total amount of such Short Term Indebtedness of MERF outstanding shall not be more than 5% of the Gross Revenues of MERF during the preceding Fiscal Year. For the purposes of this subsection, Short Term Indebtedness shall not include overdrafts to banks to the extent there are immediately available funds of MERF sufficient to pay such overdrafts and such overdrafts are incurred and corrected in the normal course of business.
- Other Indebtedness. Indebtedness the principal amount of which at the time incurred, together with the aggregate principal amount of all other Indebtedness then outstanding which was issued pursuant to the provisions of this subsection and which has not been subsequently reclassified as having been issued under another subsection of this Section does not exceed 5% of the Gross Revenues of MERF for the latest preceding Fiscal Year for which audited financial statements have been delivered to the Trustee in accordance herewith.

- Non-Recourse Indebtedness, Commitment Indebtedness and Subordinated Indebtedness. MERF may issue Non-Recourse Indebtedness, Commitment Indebtedness and Subordinated Indebtedness without limitation.
- **Capital Needs Assessment/Repair and Replacement Fund.**
 - MERF, together with the Members of the Obligated Group, shall pay or cause to be paid to the Master Trustee on the first day of each month, commencing July 1, 2019, for deposit into the Repair and Replacement Fund, the Repair and Replacement Fund Contribution or the Modified Repair and Replacement Fund Contribution, as applicable (each as defined below). On or before July 1, 2020, and every third anniversary thereafter as long as the Bonds are Outstanding, the Obligated Group shall select an Independent Consultant to complete a capital needs assessment of the Obligated Group projecting the Obligated Group's capital needs and the total cost thereof over the three year period commencing on the following July 1 (each a “Capital Needs Assessment”).
 - The total cost set forth in a Capital Needs Assessment less the amount then on deposit in the Repair and Replacement Fund, divided by 36, shall be the “Repair and Replacement Fund Contribution” for such three year period; provided, however, that in the event (i) the Obligated Group pays all or a portion of the cost of a capital need projected in the Capital Needs Assessment from a source of funds other than the Repair and Replacement Fund, the Repair and Replacement Fund Contribution for the remainder of the applicable three year period shall be decreased by the amount of such projected cost that is paid from such other source of funds divided by the number of Repair and Replacement Fund Contribution payments remaining in the applicable three year period or (ii) a draw is made upon the Repair and Replacement Fund in excess of the cost for a capital need projected in the Capital Needs Assessment or in any amount for a capital need not projected in the Capital Needs Assessment, the Repair and Replacement Fund Contribution for the subsequent 12 month period shall be increased by the excess amount of such draw or the total amount of such unanticipated draw, as applicable, divided by 12 (the Repair and Replacement Fund Contribution as modified by either clause (i) or clause (ii), the “Modified Repair and Replacement Fund Contribution”).
- **Selection of Independent Consultant Covenant.**
 - Within 15 days of any event requiring MERF, on behalf of itself and/or any School to retain an Independent Consultant pursuant to the foregoing covenants, MERF shall select such Independent Consultant and shall cause a notice of the selection of such Independent Consultant, including the name of such Independent Consultant and a brief description of the Independent Consultant, to be filed with EMMA and the Bondholder Representative (if any). Such notice shall also state that each holder of Obligations Outstanding will be deemed to have consented to the selection of the Independent Consultant named in such notice unless such holder or Bondholder Representative (if any) submits an

objection to the selected Independent Consultant in writing (in a manner acceptable to the Master Trustee) to the Master Trustee within 30 days of the date that the notice is filed with EMMA. No later than two Business Days after the end of the 30-day objection period, the Master Trustee shall notify MERF of the aggregate principal amount of Obligations Outstanding held by the holders submitting objections. If the holders of more than 50% of the aggregate principal amount of the Obligations Outstanding have been deemed to have consented to the selection of the Independent Consultant or have not responded to the request for consent, MERF shall engage the Independent Consultant within two Business Days. If the holders of at least 50% of the aggregate principal amount of the Obligations Outstanding have objected to the Independent Consultant selected, MERF shall select another Independent Consultant.

LEASE AGREEMENT

by and between

MPM SHERMAN WAY LLC,
a California limited liability company

and

**MAGNOLIA EDUCATIONAL &
RESEARCH FOUNDATION,**
a California nonprofit public benefit corporation

dated as of June 1, 2014

for the use and occupation of certain premises by

MAGNOLIA SCIENCE ACADEMY 1

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LEASE AGREEMENT

1. **Basic Provisions.**

1.1 **Parties.** This Lease Agreement (“**Lease**”) dated, for reference purposes only, as of June 1, 2014, is made by and between MPM SHERMAN WAY LLC, a California limited liability company (“**Lessor**”), and MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION, a California nonprofit public benefit corporation (“**Lessee**”) (Lessor and Lessee being sometimes referred to herein collectively as the “**Parties**” and individually a “**Party**”). Lessee is entering into this Lease to provide for the use and occupation of the Premises (as defined below) by MAGNOLIA SCIENCE ACADEMY 1, also known as MAGNOLIA SCIENCE ACADEMY (the “**School**”), a California public charter school operated by Lessee.

1.2 **Premises.** The real property and improvements commonly referred to as 18238 Sherman Way, Reseda, California, 91135, located in the County of Los Angeles, State of California and marked on the attached Exhibit A constitute the “**Premises.**” (*See also* Section 2 below.)

1.3 **Term.** The term of this Lease shall commence on the date hereof (the “**Commencement Date**”) and shall end on July 1, 2034 (the “**Initial Term**”) (or such other later date if Lessee exercises its extension option) (such date, as it may be extended, the “**Expiration Date**”). (*See also* Section 3 below.) Based upon the occurrence of any of the events described in Section 4.06(b) and (c) of the Loan Agreement, this Lease may be terminated by Lessee by depositing with the Trustee (as defined in Section 1.5 below) sufficient cash or securities to defease the principal amount of the Bonds (as defined in Section 1.5 below).

1.4 **Extension Option.** Lessee shall have two (2) options to extend the Term, each for five (5) years (such extension terms collectively, the “**Extension Term**” and, collectively with the Initial Term, the “**Term**”) with the Rent during the Extension Term to be set at an amount no less than the Fair Market Rent of the Premises at the date the option becomes exercisable. “**Fair Market Rent**” for purposes of this Section 1.4 shall be determined pursuant to Section 5 below.

1.5 **Base Rent.** Lessor and Lessee acknowledge that Lessor is obtaining a loan (the “**Loan**”) from the California School Finance Authority (the “**Lender**”) as evidenced by a Loan Agreement dated as of June 1, 2014, by and between the Lender and Lessor (Lessor is sometimes referred to as “**Borrower**”) (the “**Loan Agreement**”). The Loan will be funded by the proceeds of the Lender’s California School Finance Authority School Facility Revenue Bonds (Magnolia Science Academy-1, Reseda Project), Series 2014A (the “**2014A Bonds**”) and its California School Finance Authority School Facility Revenue Bonds (Magnolia Science Academy-1, Reseda Project) Series 2014B (Taxable) (the “**2014B Bonds**” and together with the 2014A Bonds, the “**Bonds**”) issued pursuant to an Indenture dated as of June 1, 2014 (the “**Indenture**”) by and between the Lender and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”). So long as the Loan is outstanding, the “**Base Rent**” shall be payable in accordance with the schedule set forth in Exhibit B, subject to downward adjustment in the event of any defeasance of all or a portion of the Bonds or prepayment of all or a portion of the Loan. In the event of defeasance of all of the Bonds prior to the Expiration Date such that no Bonds

remain outstanding, and prepayment of all of the Loan prior to the Expiration Date and without termination of the Lease, the Base Rent shall be payable: (a) based upon the average of the debt service payments during the five (5) years immediately preceding such defeasance or prepayment; or (b) if all of the Bonds are defeased, or all of the Loan is prepaid, based upon the Base Rent during the year or portion of the year immediately preceding such defeasance or prepayment. (*See also* Section 4 below.)

Simultaneously with the execution and delivery of the Bonds, Lessee shall deliver or cause to be delivered the Intercept Notice, substantially in the form set forth in Exhibit E attached hereto (the “**Intercept Notice**”), to the State Controller. Amounts specified in the Intercept Notice for transfer to the Trustee shall be limited to State Apportionments. Lessee shall, not later than the twentieth (20th) calendar day of any month in which payment is scheduled, amend, supplement or restate the Intercept Notice and deliver such to the State Controller from time to time as necessary or appropriate (including without limitation as a result of redemption prior to maturity) to indicate transfers to the Trustee to pay the amounts due under this Lease as they come due and to cure any delinquency in payment of such amounts. Lessee will cooperate with the Trustee in any manner the Trustee may request in connection with amending, supplementing or restating the Intercept Notice. If at any time the Intercept Notice is amended, supplemented or restated for any reason, Lessee shall promptly provide the Lender, the Department of Education of the State of California and the Trustee with a copy of such amended, supplemented or restated Intercept Notice. The Intercept Notice may provide additional amounts payable to the Trustee for purposes set forth in the Indenture; provided, that Lessee shall not grant preference or any prior right of funding access or security in respect of the State Apportionment to any other payment indicated in the Intercept Notice or any other notice delivered pursuant to Section 17199.4 of the Education Code of the State of California. All deposits of moneys derived from the intercept hereunder shall be made at the corporate trust office of the Trustee set forth in the Intercept Notice. Lessee shall timely amend, supplement or restate the Intercept Notice to require transfers to such other location as shall be designated in writing by the Trustee to Lessee.

1.6 **Refinancing of Loan.** Upon any refinancing of the Loan, the term “Loan Agreement” thereafter shall refer to the agreement for the refinancing of the Loan, the term “Loan” thereafter shall refer to the refinancing loan, and the term “Lender” thereafter shall refer to the lender making the refinancing loan, but otherwise all of the terms, covenants and conditions of this Lease shall remain unmodified and in full force and effect.

1.7 (*Reserved*)

1.8 **Real Estate Brokers.** None.

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the Term, at the Rent (as defined below) and upon and subject to all of the terms, covenants and conditions set forth in this Lease.

2.2 **Condition of Premises.** Lessee acknowledges that Lessor may construct improvements to the Premises (the “**Improvements**”), including the Buildings as described in Section 2.3 below, pursuant to the terms of the Loan Agreement described in Section 1.5. Lessee hereby acknowledges and agrees that it has reviewed and approved the Loan Agreement and agrees to accept the Improvements in their as-is condition, following completion of construction. All references in this Lease to the “Premises” shall be deemed to include the Improvements. Subject to the terms of section 6.2(e) of this Lease, Lessee accepts the Premises in their current as-is condition. Lessee hereby acknowledges that the Premises have not undergone an inspection by a certified access specialist.

2.3 **Compliance.** Following completion of the Improvements, if the applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances (the “**Applicable Requirements**”) require, during the Term, the construction of an addition to or an alteration of the Premises or any portion of the buildings on the Premises (the “**Buildings**”), the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or the Buildings, Lessee hereby agrees to undertake and complete such construction, alteration, remediation, reinforcement or other modification (each, a “**Capital Expenditure**”), and the costs therefor shall be incurred solely by Lessee.

2.4 **Parking.** Lessee shall be provided with such number of parking spaces as Lessor and Lessee shall from time to time determine. For the avoidance of doubt, all parking spaces allocated to Lessee hereunder shall be deemed a part of the Premises leased hereunder and shall be subject to the terms hereof and any special rules and regulations promulgated by Lessor which relate specifically to parking.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Term of this Lease are as specified in Section 1.3, provided that the commencement of rent shall commence on the later of (the “**Rent Commencement Date**”): (a) the Commencement Date and (b) following Lessor’s completion of any Improvements in accordance with the Loan Agreement, the issuance of a temporary Certificate of Occupancy for the Premises.

4. **Rent and Expenses.**

4.1 **Rent Defined.** Subject to the terms of this Agreement, Base Rent, Expenses (as defined below), Additional Rent (as defined below) and all other monetary obligations of Lessee to Lessor or to third parties arising under the terms of this Lease are deemed to be rent (“**Rent**”).

4.2 **Expenses.** Lessee shall be responsible for all Expenses (as defined hereinbelow) which Lessee shall pay to Lessor within thirty (30) days after receiving a statement from Lessor itemizing (with reasonable description) all charges included thereon.

“**Expenses**” shall mean all costs and expenses of the ownership, operation, maintenance, repair or replacement, and insurance of the Premises, as determined by standard accounting practices, including, by way of illustration only, and not by way of limitation, to the extent they apply to the Premises:

- (i) Gross receipts taxes, whether assessed against Lessor or assessed against Lessee and collected by Lessor;
- (ii) Water, sewage, and waste or refuse removal charges;
- (iii) Gas, electricity, telephone and other utilities;
- (iv) Reasonable costs incurred in the day-to-day management (if any), including the cost of management personnel;
- (v) Air conditioning and heating;
- (vi) Elevator maintenance (if any);
- (vii) Supplies, materials, labor, equipment, and utilities used in or related to the operation and maintenance of the Premises;
- (viii) All maintenance, replacement and repair costs including, without limitation, janitorial, cleaning and repair services relating to the Premises and all improvements thereon, including, without limitation, air conditioning systems, landscaping, service areas, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, janitorial (if any is supplied), capital improvements and upgrades, and cost of compliance with applicable laws;
- (ix) Capital improvements made to the Premises (whether funded in full or amortized with reasonable financing charges) which may be required by any government authority or which will improve the operating efficiency of the Premises;
- (x) Real Property Taxes (as defined in Section 10.1 below) and personal property taxes (as described in Section 10.3 below), if any; and
- (xi) Any other costs or expenses incurred by Lessor under this Lease and not otherwise reimbursed by Lessee or any other lessee of the Premises. Expenses shall not include depreciation on the buildings of which the Premises are a part.

4.3 **Additional Rent.** In addition to Base Rent and Expenses, Lessee shall be responsible for the payment of Additional Rent. Additional Rent shall be paid to Lessor on demand or, if such Additional Rent is ongoing and can be calculated on a periodic basis, on a monthly basis pursuant to a written schedule from time to time delivered by Lessor.

“**Additional Rent**” shall include but not be limited to the following:

- (i) All amounts required to reimburse Lessor, or satisfy Lessor’s obligations, for any fees, expenses, taxes, indemnities, assessments or other payments that it pays under the terms of the Loan Agreement to or on behalf of the Lender;

(ii) Amounts necessary to reimburse Lessor, or satisfy Lessor's obligations, for any payments it makes as may be required under the Loan Agreement or this Lease; and

(iii) Amounts necessary to reimburse Lessor for payments it makes with respect to Lessor's reasonable general operating expenses, including Lessor's payment of Lessor's share of the reasonable general operating expenses of Lessor's sole member.

4.4 Payment. Lessee's obligation to pay Rent shall commence on the Rent Commencement Date. Lessee shall cause all Rent payable to Lessor under this Lease to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction. Rent for any period during the Term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent due to Lessor shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Subject to the terms of the Indenture, and so long as any of the Bonds or the Loan remains outstanding, Lessee shall: (a) through the Intercept Notice, cause the Los Angeles County Office of Education to transfer the portion of the State Apportionment attributable to the School to the Trustee for deposit in the Revenue Fund (as defined in the Indenture); and (b) cause the Trustee to pay from the Revenue Fund the Rent due to Lessor under the terms of this Lease.

4.5 Budgeting Rent. Lessee covenants to take such action as may be necessary to include all such payments of Rent due hereunder in its annual budgets, to make, as necessary, annual appropriations for all such payments and to take such action annually as shall be required to provide funds in such year for such payments of Rent.

4.6 Accounting. If Lessor so requests in writing, Lessee agrees to provide Lessor with an annual, or more frequent, accounting of the Expenses paid for the just-completed calendar year.

4.7 Source of Rent Payments. The School's obligation hereunder to pay the Rent is a general obligation of the School, and the School hereby pledges the Gross Revenues of the School for the payment of the Rent, but Lessor agrees that under no circumstances shall Lessee be required to advance any moneys derived from, nor shall Lessor have recourse to, any revenues or assets of Lessee, including but not limited to revenues or assets attributable to, or designated by any third party for, any other school operated by Lessee or pledged by Lessee to secure loans to or financings or leases for such other school. Nothing contained in this Section 4.7 shall be construed to release Lessor from the performance of any of the agreements on its part herein contained, and in the event Lessor shall fail to perform any such agreements on its part, Lessee may institute such action against Lessor as Lessee may deem necessary to compel performance so long as such action does not abrogate the obligations of Lessee contained in the first sentence of this Section 4.7. Lessee may, however, at Lessee's own cost and expense and in Lessee's own name or in the name of Lessor prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect Lessee's right of possession, occupancy and use hereunder, and in such event

Lessor hereby agrees to cooperate fully with Lessee and to take such action necessary to effect the substitution of Lessee for Lessor in such action or proceeding if Lessee shall so request.

As used herein, “**Gross Revenues of the School**” means all income and revenues directly or indirectly derived by Lessee’s operation of the School described in Section 1.1 of this Lease, including without limitation, per-pupil revenues and other funding received from the State of California or by virtue of the Charter granted to Lessee for the School and all gifts, grants, bequests and contributions (including income and profits therefrom) specifically restricted by the donor or maker thereof to the School or the Premises, to the extent not specifically restricted by the donor or maker thereof to a particular purpose inconsistent with their use for the payments required under this Lease. Gross Revenues of the School also includes net insurance or condemnation proceeds received or payable to Lessee on account of damage or destruction of the Premises or other loss incurred by Lessee with respect to its operation of the School or the Premises.

5. **Option to Extend.** Lessor hereby grants to Lessee two (2) options to extend the term of this Lease, each for a period of five (5) years (each, an “**Extension Option**”). The Extension Option must be exercised if at all by written notice (the “**Option Notice**”) delivered by Lessee to Lessor not less than four (4) months prior to the then-scheduled Expiration Date, provided, however, that the Extension Option shall not be exercisable unless, as of the date of the Option Notice and at the then scheduled Expiration Date, Lessee is not in default hereunder. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) Each Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Base Rent for the Extension Term shall be determined as follows. Within thirty (30) days after the exercise or deemed exercise of the Extension Option, Lessor shall notify Lessee in writing as to Lessor’s determination, in Lessor’s good faith judgment, of the fair market rent of comparable space (including square footage, location and quality of the Premises) to the Premises (the “**Fair Market Rent**”) together with reasonable back-up material supporting Lessor’s determination. Lessee shall have twenty (20) days from receipt of Lessor’s determination of the Fair Market Rent accept or reject Lessor’s determination.

(iii) Notwithstanding any terms herein to the contrary, so long as the Loan is outstanding, in no event shall the Base Rent payable during any Extension Term be less than the debt service of the Loan, plus Issuer and Trustee Fees, or the Base Rent payable during the month preceding the commencement of the applicable Extension Term. Until the Fair Market Rent has been agreed upon, the initial Base Rent for the Extension Term shall be the Base Rent payable during the month preceding the commencement of the applicable Extension Term. In the event the Fair Market Rent is determined to be greater than such amount, then Lessee shall promptly pay Lessor any balance due.

(iv) If Lessee timely objects to Lessor's determination of Fair Market Rent, Lessor and Lessee shall diligently attempt in good faith to agree on the Fair Market Rent within ten (10) days of Lessee's notice of objection ("**Outside Agreement Date**"). If Lessor and Lessee fail to reach agreement by the Outside Agreement Date, each shall make a separate determination of the Fair Market Rent within five (5) days of the Outside Agreement Date. Such determination shall then be submitted to arbitration in accordance with (v) below.

(v) Within fifteen (15) days of the Outside Agreement Date, the parties shall agree upon an arbitrator who shall decide whether the parties will use Lessor's or Lessee's submitted Fair Market Rent and shall promptly notify Lessor and Lessee of its decision. If the parties are unable to agree upon the arbitrator within fifteen(15) days of the Outside Agreement Date, within five (5) days thereafter, Lessor and Lessee shall each appoint an arbitrator and give notice to the other party of such arbitrator's name and business address. The arbitrator must be a licensed real estate broker or appraiser who has been active in the leasing or appraising of commercial properties in the Central Los Angeles area for at least five years. If each party appoints an arbitrator, the two appointed arbitrators shall, within ten (10) days after the appointment of the second arbitrator, agree on and appoint a third similarly qualified arbitrator and promptly provide notice to Lessor and Lessee of such arbitrator's name and business address. Within thirty (30) days after the appointment of the third arbitrator, the three (3) arbitrators shall decide whether the parties will use Lessor's or Lessee's submitted Fair Market Rent and shall promptly notify Lessor and Lessee of their decision. The decision of the majority of the three (3) arbitrators shall be binding on Lessor and Lessee.

(vi) Such Base Rent as so determined shall be paid during the Extension Term in installments at the times and in the manner specified in this Lease.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for "educational facilities" as defined in Section 17173(f) of the Education Code of the State of California in order to operate a charter school that is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code (the "**Code**") as an organization described in Code Section 501(c)(3) and that qualifies as an "educational organization" as described under Code Section 170(b)(1)(A)(ii) (the "**Agreed Use**"), and for no other purpose, provided that Lessee shall not rent the Premises as residential rental property to others, or permit any subtenant to rent the Premises as residential rental property to others. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs other tenants on the Premises of or causes damage to neighboring premises or properties. Subject to the foregoing, Lessee may, without Lessor's prior written consent, operate the School with such grade levels as Lessee may from time to time determine in its reasonable judgment and, if so requested by Lessee, Lessor will cooperate with Lessee, and execute any applications or other documentation reasonably required, for the purpose of obtaining a change in any zoning or other use restriction, including any conditional use permit currently or thereafter applicable to the Premises, to permit Lessee to

use or operate the Premises for additional or different grades, provided, that Lessee shall reimburse Lessor for any reasonable expenses incurred in connection therewith.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term “**Hazardous Substance**” as used in this Lease shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of “waste,” “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” or “toxic substances” or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law (“HWCL”), Cal. Health & Safety Code § 25100 *et seq.*; the Hazardous Substance Account Act (“HSAA”), Cal. Health & Safety Code § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, Cal. Health & Safety Code § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the “Porter-Cologne Act”), Cal. Water Code § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term “**Environmental Regulations**” means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee’s expense) with all Applicable Requirements. “**Reportable Use**” shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the

Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor, Lender or Lessee to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor and its sole member, and the agents, employees, officers, and directors of either of them, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement. The provisions of this subdivision (d) of Section 6.2 shall survive the termination of this Lease.

(e) **Lessor Indemnification.** Lessor shall indemnify, defend and hold Lessee, and its agents, employees, officers, and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises (by a party other than Lessee) prior to the Commencement Date (provided, however, that Lessor shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessor). No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessor from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessee in writing at the time of such agreement.

(f) **Hazardous Substance Condition Remediation.** If Lessee becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then Lessee shall notify Lessor and Lessor shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an Expense for which Lessee is responsible and this Lease shall continue in full force and effect, but subject to Lessor's rights under Section 6.2(d); provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than Lessee) prior to the Commencement Date, then Lessor shall be solely responsible for making the investigation and remediation thereof at its sole cost and expense, and this Lease shall continue in full force and effect. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the such Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Commencement Date. Lessee shall, within ten (10) days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements.

7. **Maintenance; Repairs.**

7.1 **Lessee's Obligations.** Subject to the provisions of Sections 7.2 (Lessor's Obligations), 9 (Damage or Destruction) and 13 (Condemnation), Lessee shall, at Lessee's sole expense, keep the interior, exterior and structural elements of the Premises in good order, condition and repair; and keep the exterior, structural and major utility components of the Premises and other portions of the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Subject to the provisions of Sections 9 (Damage or Destruction) and 13 (Condemnation) and to the provisions of Section 5.09 of the Indenture (governing funds relating to, among other things, insurance and condemnation proceeds and charter revocation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of Lessee. It is the intention of the Parties that the terms of this Lease shall govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they

expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the term so of this Lease.

7.2 Lessor's Obligations. Subject to the provisions of Section 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 13 (condemnation), Lessor shall keep the Common Facilities and Areas and other portions of the Premises not covered in Section 7.1 above in good order, condition and repair. All costs and expenses incurred by Lessor in connection with the aforesaid maintenance and repair shall be deemed "Expenses" hereunder. Lessor's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair, and the costs relating thereto shall be deemed an "Expense" hereunder.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Section 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent, except as provided herein. Lessee may make non-structural Alterations or Utility Installations and may make structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, and will not affect the electrical, plumbing, HVAC, and/or life safety systems. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications.

(c) **Liens.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post

notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** All Alterations and Utility Installations made by Lessee shall be the property of Lessee. All Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, at the option of Lessor, (i) be removed by Lessee or (ii) become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Surrender and Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises), even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Section 7.4(b) without the express written consent of Lessor shall constitute a holdover under the provisions of Section 23 below.

8. **Insurance; Indemnity.**

8.1 **Liability.** Lessee shall keep in force such liability insurance policies and in such amounts as set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an "Expense" hereunder.

8.2 **Premises.** Lessee shall obtain and keep in force a policy or policies of property insurance in the name, and for the benefit, of Lessor, with loss payable to Lessor and to any lender insuring loss or damage to the Premises. The amount of such insurance shall be as set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an "Expense" hereunder.

8.3 **Rental Interruption.** Lessee shall also obtain and keep in force, for the benefit of Lessor, rental interruption insurance insuring Lessor for the amounts of Base Rent arising from an interruption of the payment of the Base Rent, Expenses and Additional Rent otherwise payable by Lessor hereunder, as set forth in Exhibit B attached hereto. The premium for such insurance shall be deemed an "Expense" hereunder.

8.4 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby releases and relieves the other, and waives their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.5 **Indemnity.** Except for Lessor's negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, partners, members, directors, and officers, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified. The provisions of this Section 8.5 shall survive the termination of this Lease.

8.6 **Exemption of Lessor from Liability.** Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other sources or places.

8.7 **Loan Agreement.** The foregoing notwithstanding, for so long as the Loan is outstanding, Lessee shall be deemed to meet its insurance obligations as set forth in this Section 8 if it carries, and it hereby agrees to carry, the insurance required under the terms of Section 4.03 of the Loan Agreement, as such requirements may change from time to time as provided in the Loan Agreement. For so long as the Loan is outstanding, Lessee shall cause the Trustee and Lessor to be named as additional insureds on Lessee's liability and property insurance policies.

9. **Damage or Destruction.**

9.1 **Definitions.** "**Damage**" shall mean damage or destruction to the improvements on the Premises.

(a) "**Insured Loss**" shall mean Damage which was caused by an event required to be covered by the insurance described in Section 8.2, irrespective of any deductible amounts or coverage limits involved.

(b) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing

immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

9.2 **Damage—Insured Loss.** Subject to the terms of the Loan Agreement, Lessor shall be entitled to any and all insurance proceeds that are available as a result of the Damage. If Damage that is an Insured Loss occurs, then Lessee shall be entitled to use the insurance proceeds that are actually collected as a result of the Damage to repair the Damage as soon as reasonably possible and this Lease shall continue in full force and effect. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to affect such repair, Lessee shall promptly contribute the shortage in proceeds as and when required to complete said repairs.

9.3 **Damage—Uninsured Loss.** If Damage that is not an Insured Loss occurs, Lessee shall repair such damage as soon as reasonably possible at Lessee's expense, and this Lease shall continue in full force and effect.

9.4 **Waive Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises, Lessor's right to other income therefrom; and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Lessee shall timely file for exemption against any Real Property Taxes and shall maintain such exemption during the Term. In any event, Lessee shall pay, before the same become past due, the Real Property Taxes applicable to the Premises during the Term to the extent any such Real Property Taxes are charged, levied, assessed or imposed.

10.3 **Personal Property Taxes.** Lessee shall timely file for exemption against any taxes on Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee and shall maintain such exemption during the Term. Lessee shall pay, prior to delinquency, all such taxes to the extent they are charged, levied, assessed or imposed after an exemption for such taxes is filed as required hereunder.

11. **Assignment and Subletting.**

11.1 **By Lessee.** Lessee shall not sublease, assign, mortgage, pledge, hypothecate or encumber this Lease or any of Lessee's interest hereunder without the prior written consent of Lessor (which shall not be unreasonably withheld). Lessee acknowledges that, pursuant to the Loan Agreement, Lessor is required to obtain Lender's approval to a sublease, assignment or other transfer of Lessee's interest in the Lease and that Lessor's disapproval shall be deemed reasonable if based on Lender's disapproval. Lessee acknowledges that the financing of the Premises through the tax-exempt Bonds may restrict the assignees which could be approved by Lessor.

11.2 **By Lessor.** Lessee acknowledges that the Premises are subject to a deed of trust and assignment of rents in favor of the Lender and that the Lease is assigned to the Lender as security for the Loan.

12. **Default; Breach; Remedies.**

12.1 **Default; Breach.** A "**Default**" is defined as a failure by Lessee to comply with or perform any of the terms, covenants or conditions under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- (a) The abandonment of the Premises.
- (b) The failure of Lessee to make any payment of Rent required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.
- (c) Any material representation or warranty made in this Lease, or in any report, certificate, financial statement, or instrument furnished in connection with this Lease, proves to have been false or misleading when made, in any material respect.
- (d) Lessee violates or fails to observe or perform any covenant contained in Section 3 of Exhibit D attached hereto.
- (e) The Debt Service Coverage Ratio (as defined in Section 8 of Exhibit D attached hereto) for any Fiscal Year ending on or after June 30, 2015 is less than 1.00:1.00 for such Fiscal Year.
- (f) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, other than those described in subparagraphs 12.1(a) through (d) above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- (g) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as

defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 90 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(h) The discovery that any financial statement of Lessee given to Lessor was materially false.

12.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations (other than compliance with covenants and financial reporting requirements pursuant to Section 28), within fifteen (15) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within fifteen (15) days after notice, to commence and diligently prosecute such duties and obligations to completion), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, including Lessee's failure to comply with the covenants or financial reporting requirements set forth in Section 28, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees of Lessor, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the district within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Section 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such

proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 12.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Section 12.1. In such case, the applicable grace period required by Section 12.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect Lessor's interests, shall not constitute a termination of Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under this Lease, including under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

12.3 **Interest.** Any monetary payment due Lessor hereunder not received by Lessor when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due for non-scheduled payments, shall bear interest from the date when due as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to any late charges and default rate interest under the Loan Agreement.

13. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs, and Expenses thereafter shall be limited to those applying to the remaining Premises subject to this Lease. Subject to the terms of the Loan Agreement, in the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to Lessee's use and quiet enjoyment of the Premises as a whole, then all available Condemnation awards and/or payments shall be used first, to restore the remaining portion of the Premises to a usable whole, and second, to reduce the balance of any loan made to Lessor and secured by the Premises in proportion to the portion taken or sold. Any portion of the award and/or payment that remains after the foregoing purposes have been satisfied shall be the property of Lessor. Subject to the terms of the Loan Agreement, if the entirety of the Premises is taken, then the Condemnation awards and/or payments shall be the property of Lessor.

14. **Estoppel Certificates.** Each Party (as "**Responding Party**") shall within ten (10) days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus

such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

15. **Definition of Lessor.** The term “**Lessor**” as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. Upon any transfer of fee title to the Premises, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by Lessor shall be binding only upon Lessor as hereinabove defined.

16. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17. **Days.** Unless otherwise specifically indicated to the contrary, the word “days” as used in this Lease shall mean and refer to calendar days.

18. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease.

19. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

20. **No Prior or Other Agreements.** Subject to the terms of the Loan Agreement and other documents relating to the Bonds, this Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Each Party represents and warrants that the execution of the Lease will not, to the best of the Party’s knowledge, constitute a violation under any material agreements to which such Party is a party.

21. **Notices.**

21.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 21. The addresses for the Parties are set forth below and shall constitute the respective addresses for delivery or mailing of notices. Either Party may, by written notice to the others, specify a different address for notice. Upon Lessee’s taking possession of the Premises, the Premises shall constitute Lessee’s address for notice unless Lessee notifies Lessor otherwise. A copy of all notices to Lessor or Lessee shall be concurrently transmitted to such party or parties at such addresses as Lessor or Lessee, respectively, may from time to time hereafter designate in writing.

21.2 **Addresses.**

Lessor: MPM Sherman Way LLC
c/o Magnolia Properties Management, Inc.
13950 Milton Avenue, Suite 200B
Westminster, California 92683
Attention: Chief Financial Officer

Lessee: Magnolia Educational & Research Foundation
13950 Milton Avenue, Suite 200B
Westminster, California 92683
Attention: Chief Financial Officer

Lender (during the time the Loan is outstanding):
California School Finance Authority
State Treasurer's Office
304 S. Broadway, Suite 550
Los Angeles, California 90013
Attention: Executive Director
Telecopy: (213) 620-6309

21.3 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown; the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

22. **Waivers.** No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof.

23. **No Right To Hold Over.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 110% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

24. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease 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. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Lease shall be initiated in the County of Los Angeles.

27. *(Reserved)*

28. **Mandatory Covenants.** For so long as the Loan is outstanding and has not been defeased or for so long as Lessor shall have obligations under the Loan Agreement, the provisions of Exhibit D shall be applicable for the benefit of Lessor and the Lender.

29. **Lessor's Access; Showing Premises; Repairs.** Lessor shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four hours' prior notice for the purpose of inspecting the Premises, verifying compliance by Lessee with this Lease, showing the Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises as long as there is no material adverse effect to Lessee's use of the Premises.

30. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

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

32. **Amendments.** Subject to the terms of the Indenture, this Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a lender in connection with the obtaining of normal financing or refinancing of the Premises.

33. **Limitation of Rights to Parties.** Except as otherwise provided herein, nothing in this Lease is intended or shall be construed to give to any person other than Lessor and Lessee any legal or equitable right, remedy or claim under or in respect of this Lease or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of Lessor and Lessee.

34. Subordination of Management Agreements. Lessee shall amend any management agreement for the School such that, so long as Bonds remain outstanding: (i) the obligation of Lessee to pay management fees relating to the School shall be subordinate to its payment of operating expenses of the School and rent payments to Lessor under the Lease; (ii) the obligation of Lessee to pay management fees relating to the School shall be suspended for any such time as the payment of management fees would cause Lessee to fail to meet any of the financial covenants contained in Sections 7 and 8 of Exhibit D to the Lease (concerning the days cash on hand and the debt service coverage ratio); and (iii) during any period of time when management fees remain unpaid, such fees shall accrue without interest.

(Signatures on next page)

(Signature page of Lease Agreement)

The Parties hereto have executed this Lease as of the day and year first above written.

Lessor:

MPM SHERMAN WAY LLC,
a California limited liability company

By: 

Name: Mekan Muhammedov

Title: Chief Financial Officer

Lessee:

**MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION,**
a California nonprofit public benefit corporation

By: 

Name: Mehmet Argin

Title: Chief Executive Officer

EXHIBIT A

Description of Premises

Real property in the City of Los Angeles (Reseda area), County of Los Angeles, State of California, described as follows:

LOT 1 AND ALL OF LOT 2, EXCEPT THE WESTERLY 62 FEET THEREOF AND ALL OF LOT 5, EXCEPT THE WESTERLY 62 FEET THEREOF, TRACT NO. 17598, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 530 PAGES 37 AND 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2125-036-095 and 2125-036-100

EXHIBIT B

Schedule of Base Rent Payments

(Remainder of page intentionally left blank)

Payment Date	Monthly Payment Amounts
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7/1/2014	\$37,293.24
8/1/2014	37,293.24
9/1/2014	37,293.25
10/1/2014	37,293.24
11/1/2014	37,293.24
12/1/2014	37,293.25
1/1/2015	37,293.24
2/1/2015	37,293.24
3/1/2015	37,293.25
4/1/2015	37,293.24
5/1/2015	37,293.24
6/1/2015	37,293.23
7/1/2015	37,292.56
8/1/2015	37,292.56
9/1/2015	37,292.57
10/1/2015	37,292.56
11/1/2015	37,292.56
12/1/2015	37,292.57
1/1/2016	37,292.56
2/1/2016	37,292.56
3/1/2016	37,292.57
4/1/2016	37,292.56
5/1/2016	37,292.56
6/1/2016	37,292.55
7/1/2016	37,242.56
8/1/2016	37,242.56
9/1/2016	37,242.57
10/1/2016	37,242.56
11/1/2016	37,242.56
12/1/2016	37,242.57
1/1/2017	37,242.56
2/1/2017	37,242.56
3/1/2017	37,242.57
4/1/2017	37,242.56
5/1/2017	37,242.55
6/1/2017	37,242.56
7/1/2017	37,163.40
8/1/2017	37,163.40
9/1/2017	37,163.39

Payment Date	Monthly Payment Amounts
10/1/2017	37,163.40
11/1/2017	37,163.40
12/1/2017	37,163.39
1/1/2018	37,163.40
2/1/2018	37,163.40
3/1/2018	37,163.39
4/1/2018	37,163.39
5/1/2018	37,163.39
6/1/2018	37,163.39
7/1/2018	37,471.73
8/1/2018	37,471.73
9/1/2018	37,471.73
10/1/2018	37,471.73
11/1/2018	37,471.73
12/1/2018	37,471.73
1/1/2019	37,471.73
2/1/2019	37,471.73
3/1/2019	37,471.73
4/1/2019	37,471.72
5/1/2019	37,471.72
6/1/2019	37,471.73
7/1/2019	37,421.73
8/1/2019	37,421.73
9/1/2019	37,421.73
10/1/2019	37,421.73
11/1/2019	37,421.73
12/1/2019	37,421.73
1/1/2020	37,421.73
2/1/2020	37,421.73
3/1/2020	37,421.73
4/1/2020	37,421.72
5/1/2020	37,421.72
6/1/2020	37,421.73
7/1/2020	37,379.02
8/1/2020	37,379.02
9/1/2020	37,379.02
10/1/2020	37,379.02
11/1/2020	37,379.02
12/1/2020	37,379.02

Payment Date	Monthly Payment Amounts
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1/1/2021	37,379.02
2/1/2021	37,379.02
3/1/2021	37,379.02
4/1/2021	37,379.02
5/1/2021	37,379.02
6/1/2021	37,379.02
7/1/2021	37,314.44
8/1/2021	37,314.44
9/1/2021	37,314.43
10/1/2021	37,314.44
11/1/2021	37,314.44
12/1/2021	37,314.43
1/1/2022	37,314.44
2/1/2022	37,314.44
3/1/2022	37,314.43
4/1/2022	37,314.44
5/1/2022	37,314.44
6/1/2022	37,314.43
7/1/2022	37,227.98
8/1/2022	37,227.98
9/1/2022	37,227.98
10/1/2022	37,227.98
11/1/2022	37,227.98
12/1/2022	37,227.98
1/1/2023	37,227.98
2/1/2023	37,227.98
3/1/2023	37,227.98
4/1/2023	37,227.97
5/1/2023	37,227.97
6/1/2023	37,227.98
7/1/2023	37,536.31
8/1/2023	37,536.31
9/1/2023	37,536.32
10/1/2023	37,536.31
11/1/2023	37,536.31
12/1/2023	37,536.32
1/1/2024	37,536.31
2/1/2024	37,536.31
3/1/2024	37,536.32

Payment Date	Monthly Payment Amounts
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4/1/2024	37,536.31
5/1/2024	37,536.31
6/1/2024	37,536.30
7/1/2024	37,384.23
8/1/2024	37,384.23
9/1/2024	37,384.23
10/1/2024	37,384.23
11/1/2024	37,384.23
12/1/2024	37,384.23
1/1/2025	37,384.23
2/1/2025	37,384.23
3/1/2025	37,384.23
4/1/2025	37,384.22
5/1/2025	37,384.22
6/1/2025	37,384.23
7/1/2025	37,542.56
8/1/2025	37,542.56
9/1/2025	37,542.57
10/1/2025	37,542.56
11/1/2025	37,542.56
12/1/2025	37,542.57
1/1/2026	37,542.56
2/1/2026	37,542.56
3/1/2026	37,542.57
4/1/2026	37,542.56
5/1/2026	37,542.56
6/1/2026	37,542.55
7/1/2026	37,234.23
8/1/2026	37,234.23
9/1/2026	37,234.23
10/1/2026	37,234.23
11/1/2026	37,234.23
12/1/2026	37,234.23
1/1/2027	37,234.23
2/1/2027	37,234.23
3/1/2027	37,234.23
4/1/2027	37,234.22
5/1/2027	37,234.22
6/1/2027	37,234.23

Payment Date	Monthly Payment Amounts
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7/1/2027	37,317.56
8/1/2027	37,317.56
9/1/2027	37,317.57
10/1/2027	37,317.56
11/1/2027	37,317.56
12/1/2027	37,317.57
1/1/2028	37,317.56
2/1/2028	37,317.56
3/1/2028	37,317.57
4/1/2028	37,317.56
5/1/2028	37,317.56
6/1/2028	37,317.55
7/1/2028	37,350.90
8/1/2028	37,350.90
9/1/2028	37,350.89
10/1/2028	37,350.90
11/1/2028	37,350.90
12/1/2028	37,350.89
1/1/2029	37,350.90
2/1/2029	37,350.90
3/1/2029	37,350.89
4/1/2029	37,350.89
5/1/2029	37,350.89
6/1/2029	37,350.89
7/1/2029	37,334.23
8/1/2029	37,334.23
9/1/2029	37,334.23
10/1/2029	37,334.23
11/1/2029	37,334.23
12/1/2029	37,334.23
1/1/2030	37,334.23
2/1/2030	37,334.23
3/1/2030	37,334.23
4/1/2030	37,334.22
5/1/2030	37,334.22
6/1/2030	37,334.23
7/1/2030	37,267.56
8/1/2030	37,267.56
9/1/2030	37,267.57

Payment Date	Monthly Payment Amounts
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10/1/2030	37,267.56
11/1/2030	37,267.56
12/1/2030	37,267.57
1/1/2031	37,267.56
2/1/2031	37,267.56
3/1/2031	37,267.57
4/1/2031	37,267.56
5/1/2031	37,267.56
6/1/2031	37,267.55
7/1/2031	37,567.56
8/1/2031	37,567.56
9/1/2031	37,567.57
10/1/2031	37,567.56
11/1/2031	37,567.56
12/1/2031	37,567.57
1/1/2032	37,567.56
2/1/2032	37,567.56
3/1/2032	37,567.57
4/1/2032	37,567.56
5/1/2032	37,567.56
6/1/2032	37,567.55
7/1/2032	37,375.90
8/1/2032	37,375.90
9/1/2032	37,375.89
10/1/2032	37,375.90
11/1/2032	37,375.90
12/1/2032	37,375.89
1/1/2033	37,375.90
2/1/2033	37,375.90
3/1/2033	37,375.89
4/1/2033	37,375.89
5/1/2033	37,375.89
6/1/2033	37,375.89
7/1/2033	37,550.90
8/1/2033	37,550.90
9/1/2033	37,550.89
10/1/2033	37,550.90
11/1/2033	37,550.90
12/1/2033	37,550.89

Payment Date	Monthly Payment Amounts
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1/1/2034	37,550.90
2/1/2034	37,550.90
3/1/2034	37,550.89
4/1/2034	37,550.89
5/1/2034	37,550.89
6/1/2034	37,550.89
7/1/2034	37,234.23
8/1/2034	37,234.23
9/1/2034	37,234.23
10/1/2034	37,234.23
11/1/2034	37,234.23
12/1/2034	37,234.23
1/1/2035	37,234.23
2/1/2035	37,234.23
3/1/2035	37,234.23
4/1/2035	37,234.22
5/1/2035	37,234.22
6/1/2035	37,234.23
7/1/2035	37,234.23
8/1/2035	37,234.23
9/1/2035	37,234.23
10/1/2035	37,234.23
11/1/2035	37,234.23
12/1/2035	37,234.23
1/1/2036	37,234.23
2/1/2036	37,234.23
3/1/2036	37,234.23
4/1/2036	37,234.22
5/1/2036	37,234.22
6/1/2036	37,234.23
7/1/2036	37,572.77
8/1/2036	37,572.77
9/1/2036	37,572.77
10/1/2036	37,572.77
11/1/2036	37,572.77
12/1/2036	37,572.77
1/1/2037	37,572.77
2/1/2037	37,572.77
3/1/2037	37,572.77

Payment Date	Monthly Payment Amounts
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4/1/2037	37,572.77
5/1/2037	37,572.77
6/1/2037	37,572.77
7/1/2037	37,390.48
8/1/2037	37,390.48
9/1/2037	37,390.48
10/1/2037	37,390.48
11/1/2037	37,390.48
12/1/2037	37,390.48
1/1/2038	37,390.48
2/1/2038	37,390.48
3/1/2038	37,390.48
4/1/2038	37,390.47
5/1/2038	37,390.47
6/1/2038	37,390.48
7/1/2038	37,546.73
8/1/2038	37,546.73
9/1/2038	37,546.73
10/1/2038	37,546.73
11/1/2038	37,546.73
12/1/2038	37,546.73
1/1/2039	37,546.73
2/1/2039	37,546.73
3/1/2039	37,546.73
4/1/2039	37,546.72
5/1/2039	37,546.72
6/1/2039	37,546.73
7/1/2039	37,598.81
8/1/2039	37,598.81
9/1/2039	37,598.82
10/1/2039	37,598.81
11/1/2039	37,598.81
12/1/2039	37,598.82
1/1/2040	37,598.81
2/1/2040	37,598.81
3/1/2040	37,598.82
4/1/2040	37,598.81
5/1/2040	37,598.81
6/1/2040	37,598.80

Payment Date	Monthly Payment Amounts
--------------	-------------------------

7/1/2040	37,546.73
8/1/2040	37,546.73
9/1/2040	37,546.73
10/1/2040	37,546.73
11/1/2040	37,546.73
12/1/2040	37,546.73
1/1/2041	37,546.73
2/1/2041	37,546.73
3/1/2041	37,546.73
4/1/2041	37,546.72
5/1/2041	37,546.72
6/1/2041	37,546.73
7/1/2041	37,390.48
8/1/2041	37,390.48
9/1/2041	37,390.48
10/1/2041	37,390.48
11/1/2041	37,390.48
12/1/2041	37,390.48
1/1/2042	37,390.48
2/1/2042	37,390.48
3/1/2042	37,390.48
4/1/2042	37,390.47
5/1/2042	37,390.47
6/1/2042	37,390.48
7/1/2042	37,546.73
8/1/2042	37,546.73
9/1/2042	37,546.73
10/1/2042	37,546.73
11/1/2042	37,546.73
12/1/2042	37,546.73
1/1/2043	37,546.73
2/1/2043	37,546.73
3/1/2043	37,546.73
4/1/2043	37,546.72
5/1/2043	37,546.72
6/1/2043	37,546.73
7/1/2043	37,187.50
8/1/2043	37,187.50
9/1/2043	37,187.50

Payment Date	Monthly Payment Amounts
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10/1/2043	37,187.50
11/1/2043	37,187.50
12/1/2043	37,187.50
1/1/2044	37,187.50
2/1/2044	37,187.50
3/1/2044	37,187.50
4/1/2044	37,187.50
5/1/2044	37,187.50
6/1/2044	37,187.50

EXHIBIT C

Insurance Coverage

Lessee shall obtain and maintain the following insurance coverages:

(a) Property insurance (including builder's all-risk insurance) against loss or damage to any structure constituting any part of the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises or (ii) the principal amount of the Loan then outstanding, and shall be subject to a deductible not to exceed \$5,000.

(b) Rental interruption insurance to cover loss, total or partial, of rental income to Lessor for any reason whatsoever, in an amount sufficient to pay the maximum Rent under the Lease for a period of at least 12 months.

(c) Liability insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the ownership and operation of facilities of similar character and size to the Premises.

(d) Workers' compensation insurance necessary to comply with California state law.

EXHIBIT D

Mandatory Covenants

For so long as the Loan is outstanding and has not been defeased or for so long as Lessor shall have obligations under the Loan Agreement, the following provisions of this Exhibit D shall be applicable for the benefit of Lessor and the Trustee. Capitalized terms not otherwise defined in this Exhibit D shall have the meanings ascribed to such terms in the Lease and the Loan Agreement.

1. **Covenants.** Lessee covenants and agrees:

(a) **School's Charter.** To take all reasonable actions to maintain its Charter with a sponsoring entity and to take or cause to be taken any and all actions required to renew or extend the term of its Charter with a sponsoring entity. As soon as practicable, Lessee covenants to provide Lessor with a copy of any notice received with regards to any sponsoring entity's intent to renew or extend the term of any such Charter or any notice of any issues which, if not corrected or resolved, could lead to termination or nonrenewal of any such Charter. If such Charter is terminated or not renewed, Lessee shall use its best efforts, and shall cooperate with Lessor, to assign this Lease to an entity that maintains a Charter with a sponsoring entity. Further, Lessee shall maintain accreditation status under the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the California Education Code) and related administrative rules and, to the extent required to maintain the approval of its Charter petition by the sponsoring entity, meet the student performance accountability standards stated in its Charter petition.

(b) **Limitation on Disposition of Property, Plant and Equipment.** Without the consent of the Trustee, not to dispose or transfer any property, plant and equipment consisting of all or any part of the Premises, except for disposition or transfers:

(i) of property, plant and equipment no longer necessary for the operation of the Premises;

(ii) of property, plant and equipment replaced by property, plant and equipment of similar type and/or of substantially equivalent function with a substantially equivalent value; or

(iii) of property, plant and equipment sold or disposed of at a price equal to their fair market value.

(c) **No Additional Debt.** Except in connection with the issuance of Additional Bonds under the Indenture and the Loan Agreement, not to incur further or additional Indebtedness of Lessee payable out of the Gross Revenues of the School (as defined in Section 4.7 of the Lease) or to encumber any of the assets attributable to and necessary for the operation of the School.

As used in this Exhibit D to the Lease, “**Indebtedness of Lessee**” means any indebtedness or obligation of the Lessee (other than accounts payable and accruals), as determined in accordance with generally accepted accounting principles, including obligations under this Lease, installment purchase contracts, conditional sales contracts or other title retention contracts or rental obligations under leases which are considered capital leases under generally accepted accounting principles, payable from the Gross Revenues of the School; provided, that “Indebtedness of the Lessee” shall not include nonrecourse indebtedness or indebtedness in a principal amount of up to twenty-five percent (25%) of the total amount of revenues from federal and State Payments to the School for the Fiscal Year concluded immediately prior to the date of calculation that is subordinate to the obligations of Lessee hereunder.

2. **Financial Reporting.** Lessee agrees to provide Lessor, and upon written request, the Trustee, the following information:

(a) quarterly unaudited financial information of the School not later than 60 days from the end of each quarter,

(b) annual budgets of the School within 60 days of their adoption,

(c) financial information of the School within 30 days of approval by the governing board of Lessee of the School’s audited financial statements, which shall include calculations of the Days Cash on Hand and the Debt Service Coverage Ratio as described in Sections 7 and 8 below,

(d) the results of any federal or State of California testing within 60 days of receipt by the governing board of Lessee,

(e) within 14 days of receipt, any notification or report of any potential or alleged violation of the Charter for the School, and

(f) such other information as may be reasonably requested by Lessor or Lessor on behalf of the Trustee.

3. **Lessee Representations and Warranties.** Lessee represents, warrants, and covenants that:

(i) it is an organization described in Section 501(c)(3) and Section 170(b)(1)(A)(ii) of the Code, and except for unrelated business income taxable under Section 511 of the Code, it is exempt from federal income tax under Section 501(a) of the Code;

(ii) it will not take any action or omit to take any action that, if taken or omitted, would cause: (x) it to lose its current federal income tax status as exempt from federal income taxation under Section 501(a) of the Code as an organization described in Code Section 501(c)(3) and as an organization described in Code Section 170(b)(1)(A)(ii), or (y) Lessor to be viewed, for federal income tax purposes, as other than disregarded as an entity separate from its sole member pursuant to Treasury Regulation Section 301.7701-3(b);

(iii) it has not and will not divert a substantial part of its corpus or income for a purpose or purposes other than the purpose or purposes for which it is organized or operated and will use Bond proceeds solely for the charitable purposes of Lessee;

(iv) it has not operated, and will not operate, in a manner that would result in it being classified as an “action” organization within the meaning of Section 1.501(c)(3) (1)(c)(3) of the Treasury Regulations, including, but not limited to, promoting or attempting to influence legislation by propaganda or otherwise as a substantial part of its activities;

(v) it shall not use any of the proceeds of the Bonds to: (A) carry on propaganda, or otherwise attempt to influence legislation, within the meaning of Section 4945(d)(1) or Section 501(c)(3) of the Code, or the corresponding provisions of any subsequent federal tax laws; or (B) participate in, or intervene in (including publishing or distributing of any statements), any political campaign on behalf of any political candidate for public office or attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive, within the meaning of Section 4945(d)(2) or Section 501(c)(3) of the Code, or corresponding provisions of any subsequent federal tax laws, and not make any grant which does not comply with the requirements of Section 4945(d)(3) or Section 4945(d)(4) of the Code, or corresponding provisions of any subsequent federal tax laws, or which violates the provisions of Section 4945(d)(5) of the Code, or corresponding provisions of any subsequent federal tax laws;

(vi) none of its directors, officers, organizers or incorporators, or any Person controlled by Lessee, or any other Person having a private or professional interest in the activities of Lessee has acquired or received nor will such Persons be allowed to acquire or receive, directly or indirectly, without due compensation, goods, or services therefore, or any of the income or assets of Lessee, in any form;

(vii) it is not a “private foundation” within the meaning of Section 509(a) of the Code;

(viii) it has not received any indication or notice to the effect that its exemption from federal income taxation under Section 501(a) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in full force and effect;

(ix) it will timely file with the Internal Revenue Service all requests for determination, reports, and returns required to be filed by them to maintain its status as organizations described in Section 501(c)(3) of the Code, and such requests for determination, reports, and returns have not omitted or misstated any material fact;

(x) it has not devoted nor will it devote more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code;

(xi) its Charter is in full force and effect; and

(xii) to the best of its knowledge, it is in material compliance with the terms, including financial covenants, of all leases and loan agreements to which it is a party.

4. **Assignment to Trustee; Deposit of Rental Payments.** Lessee hereby acknowledges and consents to the assignment by Lessor of Lessor's rights hereunder to the Trustee under the Indenture and covenants and agrees to deposit all Base Rent and Additional Rent hereunder with the Trustee under the Indenture. Lessee hereby covenants to pay to the Trustee the Base Rent and Additional Rent due hereunder on or before the fifteenth (15th) day of each month. In accordance with the terms of Section 1.5 of the Lease, Lessee also agrees to provide an Intercept Notice to the State Controller requesting that the amounts specified therein be transferred to the Trustee.

5. **Limitation on Liens on Gross Revenues of the School.** Except as set forth above, Lessee covenants and agrees that it will not create, assume or suffer to exist any lien upon the Gross Revenues of the School and that, if a subordinate security interest is created or assumed upon the Gross Revenues of the School by Lessee, Lessee will make or cause to be made effective a provision whereby the obligations of Lessee under this Lease will be secured prior to any such indebtedness or other obligation secured by such security interest and that the revenues required by the Intercept Notice to be deposited with the Trustee under the Indenture will continue to be so deposited. A security interest in the Gross Revenues of the School on parity with the lien created by this Lease may only be created in connection with the issuance of Additional Bonds under the Indenture.

6. **Maintenance of Separate Bank Accounts.** Lessee currently maintains one or more separate bank accounts for funds attributable to the School and will continue to maintain such separate accounts (the "**School Accounts**") for the term of this Lease. Funds of the School shall not be comingled with other funds of Lessee or any other person or entity. Lessee hereby grants to the Trustee and Lessor a security interest in the School Accounts.

Lessee may from time to time borrow funds from the School Accounts for its corporate purposes but any such loan must be made pursuant to a written agreement and be for a term of no more than six (6) months. In order to enter into such loan or loans, Lessee must provide certification that the Days Cash on Hand covenant under Section 7 below requiring Days Cash on Hand of no less than 45 days is met prior to and subsequent to the loan. Except as otherwise provided herein, Lessee may not loan funds from the School Accounts to any other person or entity.

7. **Days Cash on Hand.** Lessee covenants and agrees to comply with the following Days Cash on Hand requirement. For purposes of this Section, the following definitions apply. "**Days Cash on Hand**" means: (i) the sum of Cash and Cash Equivalents in the School Accounts, as shown on the School's audited financial statements for each Fiscal Year; divided by (ii) the quotient of Operating Expenses, as shown on the audited financial statements for the preceding Fiscal Year, divided by 365. "**Operating Expenses**" means fees and expenses of the School, including maintenance, repair expenses, utility expenses, administrative and legal expenses, miscellaneous operating expenses, advertising costs, payroll expenses (including taxes), the cost of materials and supplies used for current operations of the School, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the School, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with Generally Accepted Accounting Principles, all in such amounts as reasonably determined by the School; provided,

however, "Operating Expenses" shall not include depreciation, amortization or other non-cash expenses nor those expenses which are actually paid from any revenues of the School which are not Gross Revenues of the School, nor payment for improvements to the Premises which are capitalized for accounting purposes.

The Days Cash on Hand requirement shall be equal to or greater than 45 days as of June 30 in each Fiscal Year, commencing June 30, 2015, and every year thereafter. Lessee will require its auditor to provide Lessee and the Trustee, by no later than December 31 of each year, commencing December 31, 2015, a certification that the Days Cash on Hand requirement has been met as of the preceding June 30 test date. The foregoing is subject to the qualification that if applicable State or federal laws or regulations, or the rules and regulations of agencies having jurisdiction, shall not permit Lessee to accumulate such level of Days Cash on Hand, then this covenant shall conform to the then-prevailing laws, rules or regulations.

If the Days Cash on Hand for any testing date is less than 45 days, then, upon the written direction of the Beneficial Owners of a majority in principal amount of the Bonds, Lessee will promptly employ an Independent Consultant acceptable to the Beneficial Owners of a majority in principal amount of the Bonds to review and analyze the operations and administration of Lessee, submit to Lessor and the Trustee written reports, and make such recommendations as to the operation and administration of Lessee as such Independent Consultant deems appropriate, including any recommendation as to a revision of the methods of operation of Lessee. Lessee agrees to consider any recommendations by the Independent Consultant and, to the fullest extent practicable and allowed by law and consistent with its covenants hereunder, to adopt and carry out such recommendations.

8. **Debt Service Coverage Ratio.** Lessee covenants and agrees to budget for and maintain a Debt Service Coverage Ratio for each Fiscal Year of not less than 1.10:1.00, commencing with the Fiscal Year ending June 30, 2015. Lessee shall require its auditor to provide the Trustee by no later than December 31 of each year, commencing December 31, 2015, with a certification of the Debt Service Coverage Ratio as of the end of the preceding Fiscal Year. As used in this Exhibit D to the Lease, "**Debt Service Coverage Ratio**" means, for any Fiscal Year, the ratio obtained by dividing the Net Income Available for Debt Service (as defined herein) for such Fiscal Year by the Base Rent under the Lease, as such ratio is certified to by an accountant of Lessee. "**Net Income Available for Debt Service**" means, for any period of determination thereof, the Gross Revenues of the School (as defined in the Lease) for such period (not including any insurance recoveries), plus the interest earnings on moneys held in the Bond Reserve Subaccount established under the Indenture (but only to the extent that such interest earnings are transferred to the Revenue Fund) minus the total Operating Expenses of the School for such period but excluding (i) interest paid on indebtedness, (ii) any profits or losses which would be regarded as extraordinary items under Generally Accepted Accounting Principles, (iii) gain or loss in the extinguishment of indebtedness of Lessee, (iv) proceeds of the Bonds and any other indebtedness permitted by the Loan Agreement, and (v) proceeds of insurance policies, other than policies for business interruption insurance, maintained by or for the benefit of Lessee, the proceeds of any sale, transfer or other disposition of the Premises or any other of the School's assets by Lessee, and any condemnation or any other damage award received by or owing to Lessee.

If the Debt Service Coverage Ratio for any testing date is less than 1.10:1.00, then, upon the written direction of the Beneficial Owners of a majority in principal amount of the Bonds, Lessee will promptly employ an Independent Consultant acceptable to the Beneficial Owners of a majority in principal amount of the Bonds to review and analyze the operation and administration of Lessee, submit to Lessor and the Trustee written reports, and make such recommendations as to the operation and administration of Lessee as such Independent Consultant deems appropriate, including any recommendation as to a revision of the methods of operation of Lessee; Lessee agrees to consider any recommendations by the Independent Consultant and, to the fullest extent practicable and allowed by law and consistent with its covenants hereunder, to adopt and carry out such recommendations.

9. **Subordination of Collection of Management Fees.** So long as the Bonds remain outstanding: (i) Lessee's collection of management fees attributable to the School from the School Accounts for payment to third parties shall be subordinate to Lessee's obligation to pay rent to Lessor under the Lease; (ii) Lessee's collection of management fees attributable to the School from the School Accounts for payment to third parties shall be suspended for any such length of time as the collection of such fees would cause Lessee to fail to meet any of the financial covenants contained in Sections 7 and 8 of this Exhibit D (concerning days cash on hand and debt service coverage, respectively); and (iii) during any period of time when the collection of management fees is suspended in accordance with clause (ii) above, such fees shall accrue without interest.

10. **Change in Financial Accounting Under GAAP.** If any pending or future change in financial accounting under GAAP, including but not limited to a change in the treatment of leases, shall lead to a materially different result in a calculation under any financial covenant in this Exhibit D, then such financial covenant shall be calculated based on GAAP in effect as of the date of this Lease as if such change in financial accounting had never occurred.

EXHIBIT E

Form of Intercept Notice

This Notice shall be provided not later than the date of issuance of the Bonds.

Notice to the State Controller Pursuant to Education Code Section 17199.4

June __, 2014

Re: California School Finance Authority School Facility Revenue Bonds (Magnolia Science Academy-1, Reseda Project) Series 2014A and Series 2014B (Taxable)

WHEREAS, MPM Sherman Way LLC (the “Borrower”) has entered into a Loan Agreement, dated as of June 1, 2014, by and between the California School Finance Authority (the “Authority”) and the Borrower, providing for a loan (the “Loan”) for the acquisition and construction of charter school facilities to be owned by the Borrower and leased to Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation, which operates Magnolia Science Academy 1, also known as Magnolia Science Academy, a school established pursuant to the Charter Schools Act of 1992, as amended, constituting Part 26.8 (commencing with Section 47600) of Division 4 of Title 2 of the Education Code of the State of California (the “Lessee”) (CDS# 19-64733-6119945); and

WHEREAS, the Authority has issued its above-referenced revenue bonds (the “Bonds”) to fund the Loan;

NOW THEREFORE, NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 17199.4(a)(1) AND (4) OF THE EDUCATION CODE OF THE STATE OF CALIFORNIA TO THE STATE CONTROLLER OF THE STATE OF CALIFORNIA (the “State Controller”), that:

1. The governing board of the Lessee has elected, pursuant to a resolution adopted on December 12, 2013 and Section 17199.4(A)(1) and (4) of the Education Code, to direct the State Controller to make transfers at the times and in the amounts (or such lesser amounts as are available to transfer) in the “State Intercept” column set forth on Schedule I attached hereto, directly to The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), for the Bonds. If the amount transferred on any transfer date is less than the amount in the “State Intercept” column set forth on Schedule I attached hereto, then such deficiency shall be added to subsequent transfers until no deficiency remains.

2. Transfers pursuant to paragraph 1 above shall be paid by wire transfer of immediately available funds to:

The Bank of New York Mellon Trust Company N.A.
400 South Hope Street, Suite 400
Los Angeles, California 90071
Attention: Cristina Garchitorena, Vice President
Telephone Number: (213) 630-6271
ABA Routing Number: 021000018
Account Title/Owner: Magnolia Science Academy
Account Number: 8900300094

(Signature on next page)

(Signature page to intercept notice)

MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION, as operator of Magnolia Science
Academy 1, also known as Magnolia Science Academy

By: _____
Name: _____
Title: _____

Schedule I

Intercept Payment Amounts and Dates

(Remainder of page intentionally left blank)

Memorandum of Understanding
Co-Location

This Memorandum of Understanding (this “MOU”) is entered into by and between Magnolia Science Academy—1 (“MSA—1”) and Magnolia Science Academy—5 (“MSA—5”). MSA-1 and MSA-5 are separate local education agencies for purposes of the California Department of Education but are operated by Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) under one tax identification number. MPS is a California non-profit public benefit corporation that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

RECITALS

A. Under Proposition 39, MSA—5, a middle school and high school, has been co-located on the Reseda Charter High School campus located at 18230 Kittridge Street in the City of Reseda since the 2015-16 school year.

B. MSA—1, a middle school and high school, is located at 18220 Sherman Way and 18238 Sherman Way in the City of Reseda (the “Premises”), the former of which houses MSA-1’s houses MSA-1’s high school grades and the latter of which houses the middle school grades. MSA—1 operates at the Premises under an Amended and Restated Lease Agreement (the “Lease”) by and between MPS, as Lessee, and MPM Sherman Way LLC, as Lessor, dated as of August 1, 2017. Capitalized terms not otherwise defined in this MOU shall have the meaning set forth in the Lease.

C. The Los Angeles Unified School District has declined to allow MSA—5 to remain on the Reseda Charter High School for the 2021-22 school year, instead offering MSA-5 Prop 39 space at Chatsworth Charter High School.

D. MSA—5 desires to remain in its neighborhood and the Parties agree that it is in the best interests of the Parties for MSA—5 to do so.

E. The MSA—1 facilities have sufficient space to accommodate the MSA—5 students without disrupting MSA—1’s operations.

F. MSA—1 and MSA—5 desire to memorialize their understanding regarding their collective use of the MSA—1 facilities.

UNDERSTANDING

The Parties understand and agree as follows:

1. Term. MSA—5 shall co-occupy the Premises jointly with MSA—1 for the twelve (12) months commencing on [], 2021 and ending [], 2022. As necessary, the Term may be extended by the Parties.

2. Fee. The basic fee for MSA—5’s use of the MSA—1 facilities shall be TWO HUNDRED TWENTY THOUSAND EIGHT HUNDRED SIXTY TWO AND 92/100 (\$220,862.92). Each of MSA—1 and MSA—5 shall be responsible for ongoing operations expenses on a pro rata basis based on the respective enrollment of MSA—1 and MSA—5.

3. Payment. MSA-5's obligation to pay the fees due under this MOU shall commence on the first day of school for MSA-5, payable in advance. MSA-5 shall cause all fees payable to MSA-1 under this MOU to be received by MSA-1 in lawful money of the United States on or before the day on which it is due, without offset or deduction. Fees for any period during the Term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month.

4. Use. The Premises shall be used as office and classroom space and for other uses necessary for MSA-5 to operate its educational program. To the greatest extent possible, MSA-5 shall be allocated separate space to operate its program. MSA-5 agrees to accept the Premises in their "as-is", "where-is" condition

5. Insurance. To the greatest extent possible and if practical, MSA-5 shall carry its own insurance including liability and property insurance in such amounts as are customarily carried and against such risks as are customarily insured against by other organizations in connection with the ownership and operation of facilities of similar character and size to the Premises.

5.1 Waiver of Subrogation. Without affecting any other rights or remedies, MSA-5 and MSA-1 each hereby releases and relieves the other, and waives their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto.

The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against MSA-1 or MSA-5, as the case may be, so long as the insurance is not invalidated thereby.

5.2 Indemnity. Except for MSA-1's negligence or willful misconduct, MSA-5 shall indemnify, protect, defend and hold harmless the Premises, Lessor, MSA-1, Lender, BHR, Master Trustee and their agents, partners, members, directors, and officers, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by MSA-5. If any action or proceeding is brought against Lessor, MSA-1, BHR, Master Trustee and/or Lender by reason of any of the foregoing matters, MSA-5 shall upon notice defend the same at MSA-5's expense by counsel reasonably satisfactory to Lessor, MSA-1, BHR, Master Trustee and/or Lender, as applicable, and Lessor, MSA-1, BHR, Master Trustee and/or Lender, as applicable, shall cooperate with MSA-5 in such defense. Lessor, MSA-1, BHR, Master Trustee and/or Lender, as applicable, need not have first paid any such claim in order to be defended or indemnified. The provisions of this section shall survive the termination of this MOU.

6. Further Assurances. The Parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this MOU.

The Parties acknowledge, agree with and understand the aforementioned terms.

**MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION**

By: _____

Alfredo Rubalcava, CEO &
Superintendent

MAGNOLIA SCIENCE ACADEMY—1

By: _____

Mustafa Sahin, Principal

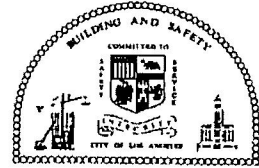
MAGNOLIA SCIENCE ACADEMY—5

By: _____

Brad Plonka, Principal



CITY OF LOS ANGELES CERTIFICATE OF OCCUPANCY



ADDRESS OF BUILDING: 18238 W SHERMAN WY

NOTE: Any change of use of occupancy must be approved by the Department of Building and Safety.

This certifies that, so far as ascertained or made known to the undersigned, the vacant land, building or portion of building described below and located at the address complies with the applicable construction requirements (Chapter 9) and/or the applicable zoning requirements (Chapter 1) of the Los Angeles Municipal Code for the use, or occupancy group in which it is classified * (Non-Residential Uses)

This certifies that, so far as ascertained by or make known to the undersigned, the building or portion of building described below and located at the above address complies with the applicable requirements of the Municipal Code, as follows Ch 1, as to permitted uses, Ch. 9, Arts. 1,3,4, and 5; and with applicable requirements of State Housing Law-for following occupancies.* (Residential uses)

Permit No.and Year: 02016 20000 08495

CHANGE OF USE: CHANGE USE FROM RETAIL (M) TO PUBLIC SCHOOL (E-1 OCC.) AND UPGRADE BUILDING TYPE FROM TYPE V TO TYPE III-1HR.
B/E-1/A-3/A-4 OCCUPANCY. E-1=22897 SQ.FT., A-3=2626 SQ.FT., A-4=440 SQ.FT., B= 1449 SQ.FT.

CPC: 1986-788 GPC, 1996-131-PA

Total Parking Required:55

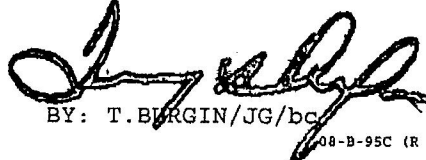
Total Parking Provided:75 =Standard:44 +Compact:28 +Disabled:3

* ALSO SUBJECT TO ANY AFFIDAVITS OR BUILDING AND ZONING CODE MODIFICATIONS WHETHER LISTED ABOVE OR NOT.

Issued By/Office: LA- (VN) -WLA-SP-C.D. #: Bureau (BLDG) -BCS Division (GI) -MS-MSS-EQ-BMI-COMM.

OWNER: SHERMAN WAY COLLECTION ASSOC.
OWNER'S 16430 VANOWEN ST
ADDRESS: VAN NUYS, CA 91406

Issued: 05/07/2003


BY: T.BURGIN/JG/bc

1010623200300002326

MEANS OF EGRESS

1004.5 Outdoor areas. Yards, patios, courts and similar outdoor areas accessible to and usable by the building occupants shall be provided with means of egress as required by this chapter. The occupant load of such outdoor areas shall be assigned by the building official in accordance with the anticipated use. Where outdoor areas are to be used by persons in addition to the occupants of the building, and the path of egress travel from the outdoor areas passes through the building, means of egress requirements for the building shall be based on the sum of the occupant loads of the building plus the outdoor areas.

Exceptions:

1. Outdoor areas used exclusively for service of the building need only have one means of egress.
2. Both outdoor areas associated with Group R-3 and individual dwelling units of Group R-2.

1004.6 Multiple occupancies. Where a building contains two or more occupancies, the means of egress requirements shall apply to each portion of the building based on the occupancy of that space. Where two or more occupancies utilize portions of the same means of egress system, those egress components shall meet the more stringent requirements of all occupancies that are served.

SECTION 1005 MEANS OF EGRESS SIZING

1005.1 General. All portions of the means of egress system shall be sized in accordance with this section.

Exception: Means of egress complying with Section 1028.

1005.2 Minimum width based on component. The minimum width, in inches (mm), of any means of egress components shall not be less than that specified for such component, elsewhere in this code.

1005.3 Required capacity based on occupant load. The required capacity, in inches (mm), of the means of egress for any room, area, space or story shall not be less than that determined in accordance with Sections 1005.3.1 and 1005.3.2:

1005.3.1 Stairways. The capacity, in inches (mm), of means of egress stairways shall be calculated by multiplying the occupant load served by such stairway by a means of egress capacity factor of 0.3 inch (7.6 mm) per occupant. Where stairways serve more than one story, only the occupant load of each story considered individually shall be used in calculating the required capacity of the stairways serving that story.

Exceptions:

1. For other than Group H and I-2 occupancies, the capacity, in inches (mm), of means of egress stairways shall be calculated by multiplying the occupant load served by such stairway by a means of egress capacity factor of 0.2 inch (5.1 mm) per occupant in buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and an emergency

**TABLE 1004.1.2
MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT**

FUNCTION OF SPACE	OCCUPANT LOAD FACTOR ^a
Accessory storage areas, mechanical equipment room	300 gross
Agricultural building	300 gross
Aircraft hangars	500 gross
Airport terminal	
Baggage claim	20 gross
Baggage handling	300 gross
Concourse	100 gross
Waiting areas	15 gross
Assembly	
Gaming floors (keno, slots, etc.)	11 gross
Exhibit Gallery and Museum	30 net
Assembly with fixed seats	See Section 1004.4
Assembly without fixed seats	
Concentrated (chairs only-not fixed)	7 net
Standing space	5 net
Unconcentrated (tables and chairs)	15 net
Bowling centers, allow 5 persons for each lane including 15 feet of runway, and for additional areas	7 net
Business areas	100 gross
Courtrooms—other than fixed seating areas	40 net
Day care	35 net
Dormitories	50 gross
Educational	
Classroom area	20 net
Shops and other vocational room areas	50 net
Exercise rooms	50 gross
Group H-5 Fabrication and manufacturing areas	200 gross
Industrial areas	100 gross
Institutional areas	
Inpatient treatment areas	240 gross
Outpatient areas	100 gross
Sleeping areas	120 gross
Kitchens, commercial	200 gross
Laboratory	
Educational	50 net
Laboratories, non-educational	100 net
Laboratory suite ^b	200 gross
Library	
Reading rooms	50 net
Stack area	100 gross
Mall buildings—covered and open	See Section 402.8.2
Mercantile	
Areas on other floors	60 gross
Basement and grade floor areas	30 gross
Storage, stock, shipping areas	300 gross
Parking garages	200 gross
Residential	200 gross
Skating rinks, swimming pools	
Rink and pool	50 gross
Decks	15 gross
Stages and platforms	15 net
Warehouses	500 gross

For SI: 1 square foot = 0.0929 m².

a. Floor area in square feet per occupant.

b. See Section 443.2.



There are two ways to request a copy of the document image.
 1) By fax using the request form. Click on the following link
http://www.ladbs.org/permits/permit_related_forms/Research_Request_form.pdf to download the request form.
 2) In person. Bring the following summary to one of the following Record counters.

COUNTER HOURS
 MONDAY, TUESDAY, THURSDAY, FRIDAY: 7:30 AM to 4:30 PM
 WEDNESDAY: 9:00 AM to 4:30 PM

Metro	Van Nuys
201, N. Figueroa St. 1st Floor, Room 110 Record Counter Los Angeles, CA 90012	6262 Van Nuys Blvd Record Counter Van Nuys, CA 91401

Address: 18238 SHERMAN WAY

Document Type	Sub Type	Document Date	Document Number	Reel Batch Frame
ADMINISTRATIVE APPROVAL	EXTENSION OF TIME	3/15/2011	02016-20000-08495	
AFFIDAVIT	LOT TIE	5/13/1988	AFF 65515	HIST: M0294 009 0397
AFFIDAVIT	PARKING	5/19/1988	AFF 5611	HIST: M0294 009 0234
AFFIDAVIT	PARKING	5/19/1988	PKG 5611	HIST: M0294 009 0234
AFFIDAVIT	PARKING	6/7/2002	AF 021312336	HIST: M1393 002 0248
BUILDING PERMIT	BLDG-NEW	6/13/1955	1955VN02350	HIST: P1588 001 2367
BUILDING PERMIT	NEW CONSTRUCTION	6/13/1955	1955VN02350	IDIS: P5665 00941 0000 thru P5665 0001 HIST: P1588 001 2367
BUILDING PERMIT	BLDG-ALTER/REPAIR	8/15/1960	1960VN64539	HIST: P1588 001 2369
BUILDING PERMIT	BLDG-ALTER/REPAIR	8/15/1960	1960VN64539	IDIS: P5665 00942 0000 thru P5665 0001 HIST: P1588 001 2369
BUILDING PERMIT	ALTERATION	5/10/1962	1962LA11468	HIST: P1704 002 2302
BUILDING PERMIT	ALTERATION	8/10/1962	1962LA17741	HIST: P1707 002 0672
BUILDING PERMIT	BLDG-ADDITION	4/20/1988	1988LA95481	HIST: P0187 004 0460
BUILDING PERMIT	ALTERATION	7/26/1988	1988LA05117	HIST: P0199 003 0031
BUILDING PERMIT	ALTERATION	11/18/1988	1988VN52896	HIST: P0215 006 0267
BUILDING PERMIT	ALTERATION	12/20/1988	1988LA19665	
BUILDING PERMIT	SIGN	12/21/1988	1988VN54397	HIST: P0219 004 0221

Document Type	Sub Type	Document Date	Document Number	Reel Batch Frame
BUILDING PERMIT	ALTERATION	3/1/1990	1990VN77412	HIST: P0275 004 0101
BUILDING PERMIT	SIGN	11/20/1996	1996VN10584	
BUILDING PERMIT	SIGN	11/20/1996	96048-10000-00077	IDIS: P2345 01220 0000 thru P2345 01220 0006
BUILDING PERMIT	SIGN	5/22/2002	02048-20000-00606	HIST: P772 4 368
BUILDING PERMIT	SIGN	5/22/2002	02048-20000-00606	
BUILDING PERMIT	BLDG-ALTER/REPAIR	6/12/2002	02016-20000-08495	HIST: P774 2 283
BUILDING PERMIT	BLDG-ALTER/REPAIR	6/12/2002	02016-20000-08495	
CERTIFICATE OF OCCUPANCY		2/29/1956	1955VN02350	HIST: O238 2 2238
CERTIFICATE OF OCCUPANCY		10/12/1989	1988LA95481	IDIS: O0577 01391 0000 HIST: M0430 001 0032
CERTIFICATE OF OCCUPANCY		6/1/1990	1988LA95481	HIST: M0515 003 0477
CERTIFICATE OF OCCUPANCY		6/1/1990	1988LA95481	IDIS: O0578 03725 0000
CERTIFICATE OF OCCUPANCY		5/7/2003	02016-20000-08495	IDIS: O0505 02734 0000
DISASTER INSPECTION FILE	EARTHQUAKE	12/9/1994		IDIS: E0062 2 347 thru E0062 2 352
ELECTRICAL PERMIT		4/5/1988	0488Q7392	HIST: T0132 004 0142
ELECTRICAL PERMIT		8/24/1988	0888M4176	HIST: T0147 001 0205
ELECTRICAL PERMIT		1/23/1989	0189S2851	HIST: T0162 002 0016
ELECTRICAL PERMIT		6/12/1989	0689R4021	HIST: T0177 001 0247
ELECTRICAL PERMIT		6/27/1989	0689N347	HIST: T0178 004 0144
ELECTRICAL PERMIT		5/3/1990	0590VN043650	HIST: T0212 003 0155
ELECTRICAL PERMIT		7/31/2002	02041-90000-16762	
MECHANICAL PERMIT	PLUMBING	5/4/1988	0588P6309	HIST: T0135 005 0501
MECHANICAL PERMIT	HVAC	8/9/1988	0888S8131	HIST: T0146 002 0138
MECHANICAL PERMIT	PLUMBING	9/23/1988	0988K6009	HIST: T0150 006 0370
MECHANICAL PERMIT	PLUMBING	9/30/1988	0988B3003	HIST: T0152 001 0358
MECHANICAL PERMIT	HVAC	11/29/1988	1188R5759	HIST: T0157 004 0417
MECHANICAL PERMIT	PLUMBING	1/24/1989	0189B4123	HIST: T0162 001 0212
MECHANICAL PERMIT	ELEVATOR/PRESSURE VESSEL	4/4/1989	0489C7724	HIST: T0168 006 0076
MECHANICAL PERMIT	PLUMBING	4/5/1989	0489L7333	HIST: T0169 003 0446
MECHANICAL PERMIT	HVAC	4/7/1989	0489Q4051	HIST: T0169 003 0492
MECHANICAL PERMIT	PLUMBING	4/20/1989	0489L9811	HIST: T0170 005 0495
MECHANICAL PERMIT	PLUMBING	4/17/1990	0490VN032185	HIST: T0210 001 0380
MECHANICAL PERMIT	PLUMBING	4/30/1990	0490VN033563	HIST: T0211 002 0007
MECHANICAL PERMIT	PLUMBING	6/21/1990	0690LA056474	HIST: T0217 005 0284

Document Type	Sub Type	Document Date	Document Number	Reel Batch Frame
MECHANICAL PERMIT	PLUMBING	7/2/2002	02042-90000-18593	
PLAN MAINTENANCE		2/25/1977	1977VNS2692	HIST: M912 4 156
PLAN MAINTENANCE		2/25/1977	1977VNS2692	HIST: J3244 1 469
PLAN MAINTENANCE		4/20/1988	1988LA95481	HIST: H1480 001 0323
PLAN MAINTENANCE		4/20/1988	1988LA95481	HIST: H1715 001 0353
PLAN MAINTENANCE		7/26/1988	1988LA05117	HIST: H1715 001 0353
PLAN MAINTENANCE		12/21/1988	1988VNS4397	HIST: H1798 001 0241
PLAN MAINTENANCE		3/1/1990	1990VNT7412	HIST: J0258 001 0001
PLAN MAINTENANCE		6/12/2002	02016-20000-08495	HIST: J1678 1 1
RANGE FILE	MISCELLANEOUS	3/31/1988		HIST: M0298 003 0468
RANGE FILE	MISCELLANEOUS	6/29/1988		HIST: M0316 002 0390
RANGE FILE	MISCELLANEOUS	2/3/1992		HIST: M0723 007 0001
RANGE FILE	MISCELLANEOUS	8/3/1992		HIST: M0785 006 0343
RANGE FILE	MISCELLANEOUS	1/4/1993		HIST: M0814 002 0407
RANGE FILE	MISCELLANEOUS	1/25/1993		HIST: M0814 007 0464
RANGE FILE	MISCELLANEOUS	11/10/1994		HIST: M0926 004 0079
RANGE FILE	MISCELLANEOUS	12/15/1994		HIST: M0933 002 0378
RANGE FILE	MISCELLANEOUS	10/23/1997		HIST: M1038 007 0212
RANGE FILE	MISCELLANEOUS	2/28/2000		HIST: M1233 008 0420
RANGE FILE	MISCELLANEOUS	5/16/2002		HIST: M1407 007 0083
RANGE FILE	MISCELLANEOUS	6/19/2002		HIST: M1462 005 0374
RANGE FILE	MISCELLANEOUS	8/9/2002		HIST: M1463 010 0339
RANGE FILE	MISCELLANEOUS	9/26/2002		HIST: M1452 003 0095
RANGE FILE	ABANDONED AUTOS	12/22/2003		IDIS: R596 00494 0000 thru R596 00494 0006
RANGE FILE	MISCELLANEOUS	3/24/2004		IDIS: R596 00495 0000 thru R596 00495 0005
RANGE FILE	MISCELLANEOUS	9/10/2004		
RANGE FILE	MISCELLANEOUS	5/5/2005		
RANGE FILE	MISCELLANEOUS	7/20/2005		IDIS: R596 00493 0000 thru R596 00493 0013
RANGE FILE	MISCELLANEOUS	10/13/2006		IDIS: R639 00385 0000 thru R639 00385 0002
RANGE FILE	MISCELLANEOUS	2/8/2008		IDIS: R680 00460 0000 thru R680 00460 0006
RANGE FILE	MISCELLANEOUS	8/24/2009		IDIS: R761 00356 0000 thru R761 00356 0008

USE AND OCCUPANCY CLASSIFICATION

303.4 Assembly Group A-3. Assembly uses intended for worship, recreation or amusement and other assembly uses not classified elsewhere in Group A including, but not limited to:

- Amusement arcades
- Art galleries
- Bowling alleys
- Community halls
- Courtrooms
- Dance halls (not including food or drink consumption)
- Exhibition halls
- Funeral parlors
- Gymnasiums (without spectator seating)
- Indoor swimming pools (without spectator seating)
- Indoor tennis courts (without spectator seating)
- Lecture halls
- Libraries
- Museums
- Places of religious worship
- Pool and billiard parlors
- Waiting areas in transportation terminals

303.5 Assembly Group A-4. Assembly uses intended for viewing of indoor sporting events and activities with spectator seating including, but not limited to:

- Arenas
- Skating rinks
- Swimming pools
- Tennis courts

303.6 Assembly Group A-5. Assembly uses intended for participation in or viewing outdoor activities including, but not limited to:

- Amusement park structures
- Bleachers
- Grandstands
- Stadiums

303.7 Fixed guideway transit systems. [SFM] Fixed guideway transit system buildings shall conform to the requirements of this code for their occupancy classification in addition to the provisions set forth in Section 433.

303.8 Subterranean spaces for winery facilities in natural or manmade caves. [SFM] For fire and life safety requirements, see Section 436.

SECTION 304 BUSINESS GROUP B

304.1 Business Group B. Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

- Airport traffic control towers
- Ambulatory care facilities serving five or fewer patients (see Section 308.3.2 for facilities serving more than five patients)
- Animal hospitals, kennels and pounds

- Banks
- Barber and beauty shops
- Car wash
- Civic administration
- Clinic, outpatient [SFM] (not classified as Group I-2.1)
- Dry cleaning and laundries: pick-up and delivery stations and self-service
- Educational occupancies for students above the 12th grade
- Electronic data processing
- Laboratories: testing, research and [SFM] instruction
- Motor vehicle showrooms
- Post offices
- Print shops
- Professional services (architects, attorneys, dentists, physicians, engineers, etc.)
- Radio and television stations
- Telephone exchanges
- Training and skill development not within a school or academic program

304.2 Definitions. The following terms are defined in Chapter 2:

AMBULATORY CARE FACILITY.

CLINIC, OUTPATIENT.

SECTION 305 EDUCATIONAL GROUP E

305.1 Educational Group E. Educational Group E occupancy includes, among others, the use of a building or structure, or a portion thereof, by more than six persons at any one time for educational purposes through the 12th grade.

Exception: [SFM] A residence used as a home school for the children who normally reside at the residence. Such residences shall remain classified as Group R-2, or Group R-3 occupancies.

305.1.1 Accessory to places of religious worship. Religious educational rooms and religious auditoriums, which are accessory to places of religious worship in accordance with Section 303.1.4 and have occupant loads of less than 100, shall be classified as Group A-3 occupancies.

305.2 Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than six children 2 years of age and older who receive educational, supervision or personal care services for fewer than 24 hours per day.

Exception: [SFM] A Day-care facility not otherwise classified as an R-3 occupancy, where occupants are not capable of responding to an emergency situation without physical assistance from the staff shall be classified as Group I-4.

SECTION 306 FACTORY GROUP F

306.1 Factory Industrial Group F. Factory Industrial Group F occupancy includes, among others, the use of a building or structure, or a portion thereof, for assembling, disassembling,

18224 W Sherman Way



Permit #:

02016 - 20000 - 24593

Plan Check #: B02VN2088FO Printed: 01/24/03 01:48 PM

Event Code:

Bldg-Alter/Repair
Commercial
Regular Plan Check
Plan Check Submittal

City of Los Angeles - Department of Building and Safety
**APPLICATION FOR BUILDING PERMIT
AND CERTIFICATE OF OCCUPANCY**

Last Status: Ready to Issue
Status Date: 01/24/2003

1. TRACT	BLOCK	LOT(S)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)	2. ASSESSOR PARCEL #
TR 21799		1		M B 617-42/44	183B125 217	2125 - 036 - 021

3. PARCEL INFORMATION
 Airport Hazard Area - HORIZONTAL SURFACE AREA District Map - 183B125
 BAS Branch Office - VN Energy Zone - 9
 Council District - 3 Fire District - 2
 Community Plan Area - Reseda - West Van Nuys Near Source Zone Distance - 11.1
 Census Tract - 1323.000 Thomas Brothers Map Grid - 530-J5

ZONE(S): C2-1L /

4. DOCUMENTS
 ZI - ZI-1896 ORD - ORD-171941 BZA - BZA-3886
 ZA - ZA-1988-350-CUB ORD - ORD-172925
 ZA - ZA-1993-594-CUZ CPC - CPC-1986-788-GPC
 SPA - Reseda Central Business District CPC - CPC-1996-131-PA

5. CHECKLIST ITEMS

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION
 Owner(s): Sherman Way Collection Assoc 16430 Vanowen St VAN NUYS CA 91406
 Tenant:
 Applicant: (Relationship: Agent for Owner)
 Ed Kish - 8471 Independence Av CANOGA PARK, CA (818) 718-2550

7. EXISTING USE (16) Retail
PROPOSED USE

8. DESCRIPTION OF WORK
 CHG OF USE FROM RETAIL TO GYMNASIUM AND ACCESSORY OFFICES. (IN CONJUNCTION WITH SCHOOL ADJACENT TO THE UNIT).

9. # Bldgs on Site & Use: RETAIL

For information and/or inspection requests originating within LA County,
Call toll-free (888) LA4BUILD
 Outside LA County, call (213)-977-6941. (LA4BUILD = 524-2845)

10. APPLICATION PROCESSING INFORMATION
 BLDG. PC By: Angelo Yumul DAS PC By: Aldous Chic
 OK for Cashier: Angelo Yumul Coord. OK:
 Signature: Date:

For Cashier's Use Only W/O #: 21624593

11. PROJECT VALUATION & FEE INFORMATION Final Fee Period

Permit Valuation:	\$50,000	PC Valuation:
FINAL TOTAL Bldg-Alter/Repair	603.26	
Permit Fee Subtotal Bldg-Alter/Repe	528.75	
Handicapped Access		
Plan Check Subtotal Bldg-Alter/Rep	0.00	
Off-hour Plan Check	0.00	
Fire Hydrant Refuse-To-Pay	0.00	
E.Q. Instrumentation	10.50	
O.S. Surcharge	10.79	
Sys. Surcharge	32.36	
Planning Surcharge	15.86	
Planning Surcharge Misc Fee	5.00	
Permit Issuing Fee	0.00	

Sewer Cap ID: Total Bond(s) Due:

VIN 10 02 041154 01/24/03 01:48

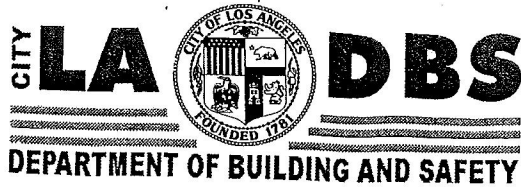
BUILDING PERMIT COMM
 01 COMMERCIAL
 ONE STOP SURCH
 SYSTEMS DEVT FEE
 MISCELLANEOUS
 CITY PLANNING SURCH

Total Due: \$603.26
 Check: \$603.26

03VN 23600

12. ATTACHMENTS
 Plot Plan

INSPECTION RECORD



For use by cashier only

03VN 23600
 01/24/03 13:52:28
 VN16 T-041134 C 07
 02016-20000-24593

PERMIT #

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

ADDRESS

JOB DESCRIPTION

INSPECTION RECORDS AND PLANS MUST BE AVAILABLE WHEN REQUESTED

GRADING INSPECTIONS		
TYPE	DATE	INSPECTOR
Initial Grading		
Toe or Bottom		
Soils Report Approved		

DO NOT PLACE/FILL UNTIL ABOVE IS SIGNED		
Backfill		
Fill		
Excavation		
Drainage Devices		
Rough Grading		
Approved Compaction Report		

FOOTING INSPECTIONS		
Footing Excavation		
Forms		
Reinforcing Steel		
OK to Place Footings		

GROUNDWORK INSPECTIONS		
Electrical		
Plumbing	12-12-02	John M. / [Signature]
Gas Piping		
Heating & Refrigeration		
Disabled Access		
OK to Place Floor		

DO NOT PLACE FLOOR UNTIL ABOVE IS SIGNED

ROUGH INSPECTIONS		
Electrical	3-30-03	[Signature]
Electrical Life Safety		
Plumbing	1-22-03	[Signature]
Fire Sprinkler		
Heating & Refrigeration		
Roof Sheathing		
Framing	1/22/03	[Signature]
Insulation		
Disabled Access		
Elevator		
Suspended Ceiling		
OK to Cover		

FOR INSPECTION REQUESTS, PLEASE CALL
 1- (888) - LA-4-BUILD (524-2845)

DO NOT COVER UNTIL PREVIOUS IS SIGNED		
Exterior Lathing		
Interior Lathing		
Drywall	1/30/03	[Signature]
OK to Cover Walls		

DO NOT COVER UNTIL ABOVE IS SIGNED		
WORK OUTSIDE OF THE BUILDING		
Electrical Underground		
Gas		
Heating & Refrigeration		
Sewer		
Disabled Access		

POOL INSPECTIONS		
TYPE	DATE	INSPECTOR
Excavation		
Reinforcing Steel		
Bonding		
Piping		
Pre-Gunite		
Deck		
Enclosure/Fence		
Pool/Spa Cover		
OK to Fill Pool		

DO NOT FILL POOL UNTIL ABOVE IS SIGNED

FINAL INSPECTIONS		
Grading		
Electrical	3-30-03	[Signature]
Electrical Life Safety		
Plumbing	2-27-03	BEAUFONT
Gas		
Gas Test		
Heating & Refrigeration	2-24-03	S. KRALL PER
Elevator		PERMIT COPY
Fire Sprinkler		
Disabled Access		
LAFD (Title 19 only)		
LAFD Fire Life Safety	4/8/03	[Signature]
Pool Final		
AQMD sign-off provided		
PROJECT FINAL	9/9/03	[Signature]

AQMD Sign-Off Required YES NO

18224 W Sherman Way



Permit #: 02044 - 20000 - 12147

Plan Check #: Printed: 12/16/02 03:16 PM

Event Code:

HVAC
Commercial
Express Permit
No Plan Check

City of Los Angeles - Department of Building and Safety

APPLICATION FOR HVAC
PLAN CHECK AND INSPECTION

Last Status: Ready to Issue

Status Date: 12/16/2002

1. PROPERTY OWNER

Sherman Way Collection Assoc

16430 Vanowen St

VAN NUYS CA 91406

UNK

2. APPLICANT INFORMATION (Relationship: Contractor)

18824

3. TENANT INFORMATION

4. CONTRACTOR, ARCHITECT, & ENGINEER NAME

(C) A F Air Conditioning & Heating In 30623 Janlor Drive,

Agoura, CA 91301

CLASS LICENSE#

C20 770477

PHONE#

8189918856

5. APPLICATION COMMENTS

6. DESCRIPTION OF WORK

INSTALL (6) 5 TON PACKAGE HEAT PUMPS.

7. COUNCIL DISTRICT: 3

8. APPLICATION PROCESSING INFORMATION

PC OK By:

OK for Cashier: Janet Yamamoto

Signature: _____ Date: _____

In the event that any box (i.e. 1-10) is filled to its capacity, it is possible that additional information has been captured electronically and could not be printed due to space restrictions. Nevertheless, the information printed exceeds that required by Section 19825 of the Health and Safety Code of the State of California.

For information and/or inspection requests originating within LA County,

Call toll-free (888) LA4BUILD

Outside LA County, call (213)-977-6941

(LA4BUILD = 524-2845)

For Cashier's Use Only

W/O #: 24412147

LA Department of Building and Safety

VN 16 08 038804 12/16/02 03:45PM

HTG/REF PMT COMM

\$147.00

ONE STOP SURCH

\$2.94

SYSTEMS DEVT FEE

\$8.82

Subtotal:

\$158.76

Carry Over FROM Tran# 038803

\$70.00

Total Due:

\$228.76

Check:

\$228.96

AC inspection

18224 W Sherman Way
02044-20000-12147

9. FEE INFORMATION

Inspection Fee Period

Permit Fee: 158.76

INSPECTION TOTAL HVAC	158.76
Permit Total	158.76
Permit Fee Subtotal HVAC	130.00
Permit One Stop Surcharge	2.94
Permit Sys. Development Surcharge	8.82
Permit Issuing Fee	17.00
Permit Supp. Issuing Fee	0.00

1-10-03 Refon to cover HVAC
Dezball
2-24-03 - Final ac Ball

LA Department of Building and Safety
VN 16 08 038804 12/16/02 03:45PM

HTG/REF PMT COMM

\$147.00

ONE STOP SURCH

\$2.94

SYSTEMS DEVT FEE

\$8.82

Subtotal:

\$158.76

Carry Over FROM Tran# 038803

\$70.20

Total Due:

\$228.96

Check:

\$228.96

FIRE LIFE SAFETY



PRE-TEST SHEET

JOB ADDRESS

18224 Sherman Way, Reseda, CA

INSPECTION RECORDS AND PLANS MUST BE AVAILABLE WHEN REQUESTED

- NOTE: 1. All items below that pertain to the area(s) being tested shall be checked, verified, initialed and dated by the installer responsible for the installation. All other items shall have N/A placed in it's applicable box.
 2. The Building Inspector for the project must be called and perform their Final Building Inspection prior to scheduling the Fire Life Safety Test.
 3. Electrical Inspector must perform a final electrical inspection of the fire alarm system prior to LAFD fire alarm test.

FIRE ALARM - LIFE SAFETY CONTRACTOR

APPROVED PLANS AND PERMIT SIGN <u>OK</u> DATE <u>11</u>	COMPONENTS SUPERVISION / NFPA 72 SIGN <u>OK</u> DATE <u>11</u>	BUILDING COMMUNICATION SIGN <u>OK</u> DATE <u>11</u>	A/C SHUTDOWN SIGN <u>OK</u> DATE <u>11</u>
COMPLETE ALL CONSTRUCTION SIGN <u>OK</u> DATE <u>11</u>	DEVICE ANNUNCIATION SIGN <u>OK</u> DATE <u>11</u>	SUBSEQUENT ALARM ACTIVATION SIGN <u>OK</u> DATE <u>11</u>	STAIRWELL PRESSURIZATION SIGN <u>OK</u> DATE <u>11</u>
FIRE RATED CONSTRUCTION SIGN <u>OK</u> DATE <u>11</u>	CONTROL PANEL STATUS SIGN <u>Normal</u> DATE <u>11</u>	SPECIAL EXTINGUISHING / PRE ACTION SYSTEM SIGN <u>OK</u> DATE <u>11</u>	BUILDING, AUXILIARY AND OUTSIDE AIR SIGN <u>OK</u> DATE <u>11</u>
FIRE RATED PENETRATIONS SIGN <u>OK</u> DATE <u>11</u>	VOICE/FIRE TONE 15 dBA ABOVE AMBIENT SIGN <u>OK</u> DATE <u>11</u>	SEQUENCE OF OPERATION VERIFICATION SIGN <u>OK</u> DATE <u>11</u>	FIRE DAMPER OPERATION SIGN <u>OK</u> DATE <u>11</u>
INITIATING DEVICE(S) TESTED LOCATION OF DEVICE(S) TO BE VERIFIED BY LAFD	STROBE LOCATION, CANDELA / NFPA 72, ADA LOCATION OF DEVICE(S) SHALL BE VERIFIED BY LAFD	ELECTRIC DOOR LOCKING PER LAFD SIGN <u>OK</u> DATE <u>11</u>	ELEVATOR RECALL SIGN <u>OK</u> DATE <u>11</u>

ELECTRICAL CONTRACTOR

APPROVED PLANS AND PERMIT SIGN <u>OK</u> DATE <u>11</u>	FIRE RATED CONSTRUCTION / PENETRATIONS SIGN <u>OK</u> DATE <u>11</u>	ELECTRIC DOOR LOCKING PER LAFD SIGN <u>OK</u> DATE <u>11</u>	EXIT SIGN(S) TESTED LOCATION OF EXIT LIGHTING SHALL BE VERIFIED BY LAFD
COMPLETE ALL CONSTRUCTION SIGN <u>OK</u> DATE <u>11</u>	EXIT SIGN CIRCUITRY SIGN <u>OK</u> DATE <u>11</u>	EMERGENCY LIGHTING TESTED LOCATION OF LIGHTING SHALL BE VERIFIED BY LAFD	EXIT PATH VERIFICATION SIGN <u>OK</u> DATE <u>11</u>

MECHANICAL CONTRACTOR

APPROVED PLANS AND PERMIT SIGN <u>OK</u> DATE <u>11</u>	FIRE RATED PENETRATIONS SIGN <u>OK</u> DATE <u>11</u>	BUILDING, AUXILIARY AND OUTSIDE AIR SIGN <u>OK</u> DATE <u>11</u>	FIRE DAMPER OPERATION SIGN <u>OK</u> DATE <u>11</u>
COMPLETE ALL CONSTRUCTION SIGN <u>OK</u> DATE <u>11</u>	CONTROL PANEL STATUS SIGN <u>OK</u> DATE <u>11</u>	STAIRWELL PRESSURIZATION SIGN <u>OK</u> DATE <u>11</u>	OTHER SIGN <u>OK</u> DATE <u>11</u>
FIRE RATED CONSTRUCTION SIGN <u>OK</u> DATE <u>11</u>	A/C SHUTDOWN SIGN <u>OK</u> DATE <u>11</u>	SMOKE EVAC SIGN <u>OK</u> DATE <u>11</u>	OTHER SIGN <u>OK</u> DATE <u>11</u>

GENERAL CONTRACTOR

APPROVED PLANS AND PERMIT SIGN <u>OK</u> DATE <u>11</u>	FIRE RATED CONSTRUCTION / PENETRATIONS SIGN <u>OK</u> DATE <u>11</u>	FIRE DOOR INSTALLATION / NFPA 80 SIGN <u>OK</u> DATE <u>11</u>	DOOR DROP / LATCH SIGN <u>OK</u> DATE <u>11</u>
COMPLETE ALL CONSTRUCTION SIGN <u>OK</u> DATE <u>11</u>	RATED DOOR HARDWARE / LABEL SIGN <u>OK</u> DATE <u>11</u>	EVACUATION SIGNAGE SIGN <u>OK</u> DATE <u>11</u>	OTHER SIGN <u>OK</u> DATE <u>11</u>

TOTAL NUMBER OF LIFE SAFETY DEVICES TO BE TESTED SIGN <u>17</u> DATE <u>11</u>	VERIFIED BY GENERAL CONTRACTOR (NAME) SIGN <u>OK</u> DATE <u>11</u>	LAFD INSPECTOR NAME / PHONE # <u>03041 20000 06904</u>	LIFE SAFETY PERMIT NUMBER
FIRE WARNING SYSTEM PRE TESTED BY SIGN <u>Ali</u> DATE <u>4/1/03</u>	VERIFIED BY BUILDING REPRESENTATIVE SIGN <u>Abbe</u> DATE <u>4/2/03</u>	JOB PHONE <u>818-982-0126</u>	

(CITY USE ONLY) (CITY USE ONLY) (CITY USE ONLY) (CITY USE ONLY) (CITY USE ONLY)

FIRE ALARM WIRING COMPLETED ELECTRICAL INSPECTOR SIGNATURE <u>[Signature]</u> DATE <u>4/9/03</u>	BUILDING FINAL INSPECTION CONDUCTED (Correction May Be Pending) BUILDING INSPECTOR SIGNATURE <u>[Signature]</u> DATE <u>4/11/03</u>
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NOTE: BOTH SIDES OF THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY PRIOR TO CALLING FOR LIFE SAFETY INSPECTION.

Permit fees provide for a limited number of inspections. A reinspection fee may be assessed for each inspection when the work for which the inspection was requested is not completed, when inspection records or plans are not available, or there is a failure to provide access.

REGENCY

FIRE PROTECTION, INC.

6925 Farmdale Ave., North Hollywood, California 91605
(818) 982-0126 FAX (818) 982-0452 Lic. # 523116

DATE OF ORDER
4-8-03

FIELD TEST - INSPECTION RECORD

INSPECTION TIME 13:00

JOB NAME Gym

ADDRESS 18224 Sherman way PHONE NUMBER _____

CITY Reseda FLOOR NUMBER _____

TYPE OF INSPECTION

- ROUGH HYDRO & OVERHEAD
- HYDRO FLUSING

- WELD INSPECTION
- STANDPIPE
- SPRINKLER FINAL

- FIRE ALARM ROUGH
- FIRE ALARM FINAL
- CENTRAL STATION FINAL

INSPECTOR'S NAME STEVE SKINNER PHONE NUMBER 818 756 8561

APPROVED BY (INSPECTOR'S SIGNATURE) [Signature] DATE APPROVED 4-8-03

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

CERTIFICATE OF OCCUPANCY

OWNER **MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION**

13950 MILTON AVE UNIT 200
WESTMINSTER CA **92683**

No building or structure or portion thereof and no trailer park or portion thereof shall be used or occupied until a Certificate of Occupancy has been issued thereof. Section 91.109.1 LAMC

CERTIFICATE BY: RICKEY JACKSON	Not Valid	DATE 09/27/2019
---------------------------------------	------------------	------------------------

SITE IDENTIFICATION
ADDRESS: 18220 W SHERMAN WAY 91335

TRACT	BLOCK	LOT(s)	ARB	CO. MAP REF #	PARCEL PIN	APN
TR 21799		10	2	M B 617-42/44	183B125 267	2125-036-105

This certifies that, so far as ascertained or made known to the undersigned, the vacant land, building or portion of building described below and located at the above address(es) complies with the applicable construction requirements (Chapter 9) and/or the applicable zoning requirements (Chapter 1) of the Los Angeles Municipal Code for the use and occupancy group in which it is classified and is subject to any affidavits or building and zoning code modifications whether listed or not.

COMMENT OFF-SITE PARKING LOT ACROSS ALLEY, RE-STRIPPING NEW LANDSCAPE AREA

USE PRIMARY Use of Land **NO OTHER (b) None FOR OFFICIAL USE**

PERMITS
17020-10000-01750 |

STRUCTURAL INVENTORY	CHANGED	TOTAL
ITEM DESCRIPTION		
Floor Area (ZC)	0 Sqft	0 Sqft
B Occ. Group	0 Sqft	0 Sqft
Parking Req'd for Site (Auto+Bicycle)	35 Stalls	35 Stalls
Provided Compact for Site	18 Stalls	18 Stalls
Provided Disabled for Site	4 Stalls	4 Stalls
Provided Standard for Site	46 Stalls	46 Stalls
Total Provided Parking for Site	68 Stalls	68 Stalls



APPROVAL
 CERTIFICATE NUMBER: 179405
 BRANCH OFFICE: VN
 COUNCIL DISTRICT: 3
 BUREAU: INSPECTN
 DIVISION: BLDGINSP
 STATUS:
 STATUS BY: RICKEY JACKSON
 STATUS DATE: 09/27/2019

<u>PERMIT DETAIL</u>			
PERMIT NUMBER	PERMIT ADDRESS	PERMIT DESCRIPTION	STATUS- DATE - BY
17020-10000-01750	18220 W Sherman Way	OFF-SITE PARKING LOT ACROSS ALLEY, RESTRIPPING NEW LANDSCAPE AREA,	CofO in Progress - 04/13/2020 JEFFREY R DURAN

<u>PARCEL INFORMATION</u>		
Airport Hazard Area: Horizontal Surface Area	Area Planning Commission: South Valley	Census Tract: 1323.00
Certified Neighborhood Council: Reseda	Community Design Overlay District: Reseda Central Business District Map: 183B125	Community Plan Area: Reseda - West Van Nuys
Council District: 3	Near Source Zone Distance: 10.2	Energy Zone: 9
LADBS Branch Office: VN	Zone: [Q]P-1L-CDO	School Within 500 Foot Radius: YES
Thomas Brothers Map Grid: 530-J5		

<u>PARCEL DOCUMENT</u>		
City Planning Cases (CPC) CPC-11708	City Planning Cases (CPC) CPC-1986-251-GPC	City Planning Cases (CPC) CPC-1986-788-GPC
City Planning Cases (CPC) CPC-1988-275-SP-ICO	City Planning Cases (CPC) CPC-1996-131-PA	City Planning Cases (CPC) CPC-2002-1263-CDO-ZC-MSC
City Planning Cases (CPC) CPC-6497	Ordinance (ORD) ORD-109345	Ordinance (ORD) ORD-119865
Ordinance (ORD) ORD-162925	Ordinance (ORD) ORD-169649	Ordinance (ORD) ORD-171941
Ordinance (ORD) ORD-172925	Ordinance (ORD) ORD-176557	Ordinance (ORD) ORD-176558
Ordinance (ORD) ORD-176619	Parking Layout (PKLY) PKG-1029	Zoning Administrator's Case (ZA) ZA-1993-594-CUZ
Zoning Administrator's Case (ZA) ZA-2005-3787-ZV	Zoning Administrator's Case (ZA) ZA-2008-748-ZV	Zoning Administrator's Case (ZA) ZA-2014-995-ZV
Zoning Information File (ZI) ZI-2339 Reseda Central Business District		

<u>CHECKLIST ITEMS</u>	
Attachment - Plot Plan	Storm Water - LID Project

<u>PROPERTY OWNER, TENANT, APPLICANT INFORMATION</u>			
<u>OWNER(S)</u>			
Magnolia Educational And Research Foundation	13950 Milton Ave UNIT 200	WESTMINSTER CA 92683	
<u>TENANT</u>			
<u>APPLICANT</u>			
Etmny Cornejo-Franco Architects Inc.	12345 Ventura Bl. Suite H	STUDIO CITY, CA 91604	(818) 754-2030

BUILDING RELOCATED FROM:

<u>(C)ONTRACTOR, (A)RCHITECT & (E)NGINEER INFORMATION</u>				
NAME	ADDRESS	CLASS	LICENSE #	PHONE #
(A) Wang, Johann D	3375 Canton Way,	NA	C27010	
(C) Oltmans Construction Co	10005 Mission Mill Road,	B	86393	(213) 507-0099

<u>SITE IDENTIFICATION-ALL</u>	
ADDRESS:	18220 W SHERMAN WAY91335

<u>LEGAL DESCRIPTION-ALL</u>						
TRACT	BLOCK	LOT(s)	ARB	CO.MAP REF #	PARCEL PIN	APN
TR 21799		10	2	M B 617-42/44	183B125 267	2125-036-105

DRAFT COPY
NOT FOR OFFICIAL USE

CITY OF LOS ANGELES CALIFORNIA



ERIC GARCETTI
MAYOR

CERTIFICATE OF OCCUPANCY

OWNER MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION 13950 MILTON AVE UNIT 200 WESTMINSTER CA 92683	No building or structure or portion thereof and no trailer park or portion thereof shall be used or occupied until a Certificate of Occupancy has been issued thereof. Section 91.109.1 LAMC <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">CERTIFICATE BY: RICKEY JACKSON</td> <td style="width: 40%; text-align: right;">Issued-Valid DATE 05/14/2020</td> </tr> </table>	CERTIFICATE BY: RICKEY JACKSON	Issued-Valid DATE 05/14/2020
CERTIFICATE BY: RICKEY JACKSON	Issued-Valid DATE 05/14/2020		
GREEN - MANDATORY			

SITE IDENTIFICATION
ADDRESS: 18220 W SHERMAN WAY 91335

LEGAL DESCRIPTION						
TRACT	BLOCK	LOT(s)	ARB	CO. MAP REF #	PARCEL PIN	APN
TR 21799		1		M B 617-42/44	183B125 217	2125-036-021

This certifies that, so far as ascertained or made known to the undersigned, the vacant land, building or portion of building described below and located at the above address(es) complies with the applicable construction requirements (Chapter 9) and/or the applicable zoning requirements (Chapter 1) of the Los Angeles Municipal Code for the use and occupancy group in which it is classified and is subject to any affidavits or building and zoning code modifications whether listed or not.

COMMENT NEW 2 STORY WITH ROOF TOP PLAY YARD BUILDING FOR NEW HIGH SCHOOL (GRADE 9 - 12). TYPE III-B, FULLY SPRINKLER.

USE <u>PRIMARY</u>	OTHER
Charter School - high school	(-) None

PERMITS 17010-10000-02289 | 17010-10001-02289 | 17010-10002-02289

STRUCTURAL INVENTORY

ITEM DESCRIPTION	CHANGED	TOTAL
Floor Area (ZC)	25228 Sqft	25228 Sqft
Height (BC)	41 Feet	41 Feet
Height (ZC)	43.1 Feet	43.1 Feet
Landscape Area	8272 Sqft	8272 Sqft
Length	132.5 Feet	132.5 Feet
NFPA-13 Fire Sprinklers Thru-out		
Stories	3 Stories	3 Stories
Type III-B Construction		
Width	104 Feet	104 Feet
A3 Occ. Group	6213 Sqft	6213 Sqft
A3 Occ. Load	408 Max Occ.	408 Max Occ.
B Occ. Group	1657 Sqft	1657 Sqft
E Occ. Group	14534 Sqft	14534 Sqft
E Occ. Load	726 Max Occ.	726 Max Occ.
S2 Occ. Group	479 Sqft	479 Sqft
Long Term Bicycle Parking Provided for Bldg	4 Spaces	4 Spaces
Long Term Bicycle Parking Req'd for Bldg	4 Spaces	4 Spaces
Parking Req'd for Bldg (Auto+Bicycle)	121 Stalls	121 Stalls
Provided Offsite for Bldg	35 Stalls	35 Stalls
Short Term Bicycle Parking Provided for Bldg	82 Spaces	82 Spaces
Short Term Bicycle Parking Req'd for Bldg	82 Spaces	82 Spaces



APPROVAL

CERTIFICATE NUMBER: 179404
 BRANCH OFFICE: VN
 COUNCIL DISTRICT: 3
 BUREAU: INSPECTN
 DIVISION: BLDGINSP
 STATUS: CoFo Issued
 STATUS BY: RICKEY JACKSON
 STATUS DATE: 05/14/2020

APPROVED BY:
RICKEY JACKSON
 EXPIRATION DATE

PERMIT DETAIL

PERMIT NUMBER	PERMIT ADDRESS	PERMIT DESCRIPTION	STATUS- DATE - BY
17010-10000-02289	18220 W Sherman Way	NEW 2 STORY WITH ROOF TOP PLAY YARD BUILDING FOR NEW HIGH SCHOOL (GRADE 9 - 12). TYPE IIIB, FULLY SPRINKLER.	CofO Issued - 05/14/2020 RICKEY JACKSON
17010-10001-02289	18220 W Sherman Way	SUPPLEMENTAL TO PERMIT APPLICATION # 17010-10000-02289 TO ELIMINATE STANDPIPES AND ROOF FDCS	Permit Finaled - 03/10/2020 JEFFREY R DURAN
17010-10002-02289	18220 W Sherman Way	SUPPLEMENTAL TO 17010-10000-02289 FOR ROOF AND FLOOR TRUSS DEFERRED SUBMITTAL	Permit Finaled - 09/16/2019 JEFFREY R DURAN

PARCEL INFORMATION

Airport Hazard Area: Horizontal Surface Area	Area Planning Commission: South Valley	Census Tract: 1323.00
Certified Neighborhood Council: Reseda	Community Design Overlay District: Reseda Central Business District Map: 183B125	Community Plan Area: Reseda - West Van Nuys
Council District: 3	LADBS Branch Office: VN	Energy Zone: 9
Fire District: 2	Thomas Brothers Map Grid: 530-J5	Near Source Zone Distance: 10.2
School Within 500 Foot Radius: YES		Zone: [Q]C2-II-CDO

PARCEL DOCUMENT

Affidavit (AFF) 20170176561-PKG	Board of Zoning Appeals Case (BZA) BZA-3886	City Planning Cases (CPC) CPC-11708
City Planning Cases (CPC) CPC-1986-251-GPC	City Planning Cases (CPC) CPC-1986-788-GPC	City Planning Cases (CPC) CPC-1988-275-SP-ICO
City Planning Cases (CPC) CPC-1996-131-PA	City Planning Cases (CPC) CPC-2002-1263-CDO-ZC-MS	City Planning Cases (CPC) CPC-6497
Ordinance (ORD) ORD-109345	Ordinance (ORD) ORD-119865	Ordinance (ORD) ORD-162925
Ordinance (ORD) ORD-169649	Ordinance (ORD) ORD-171941	Ordinance (ORD) ORD-172925
Ordinance (ORD) ORD-176557	Ordinance (ORD) ORD-176558	Ordinance (ORD) ORD-176619
Zoning Administrator's Case (ZA) ZA-1988-350-CUB	Zoning Administrator's Case (ZA) ZA-1993-594-CUZ	Zoning Administrator's Case (ZA) ZA-2005-3787-ZV
Zoning Administrator's Case (ZA) ZA-2008-748-ZV	Zoning Administrator's Case (ZA) ZA-2014-995-ZV	Zoning Information File (ZI) ZI-2339 Reseda Central Business District

CHECKLIST ITEMS

Attachment - Plot Plan	Fabricator Req'd - Prefabricated Joist	Permit Flag - Fire Life Safety Clearance Req'd
Permit Flag - Fire Life Safety by LADBS	Special Inspect - Structural Observation	Special Inspect - Structural Wood (periodic)
Std. Work Deser - Excess Flow Shut Off Valve	Storm Water - LID Project	

PROPERTY OWNER, TENANT, APPLICANT INFORMATION

OWNER(S) Magnolia Educational And Research Foundation	13950 Milton Ave UNIT 200	WESTMINSTER CA 92683
TENANT		
APPLICANT Relationship: Other Etmny Cornejo-Franco Architects Inc.	12345 Ventura Bl, Suite H	STUDIO CITY, CA 91604 (818) 754-2030

BUILDING RELOCATED FROM:

(C)ONTRACTOR, (A)RCHITECT & (E)NGINEER INFORMATION

NAME	ADDRESS	CLASS	LICENSE #	PHONE #
(A) Wang, Johann D	3375 Canton Way, Studio City, CA 91604	NA	C27010	
(C) Oltmans Construction Co	10005 Mission Mill Road, Whittier, CA 906080985	B	86393	(213) 507-0099
(E) Baroonian, Armen	867 N Fair Oaks Ave 100, Pasadena, CA 91103	NA	S4227	
(E) Hill, Edward Foster	Geotech 439 Western Ave, Glendale, CA 91201	NA	GE2126	

SITE IDENTIFICATION-ALL

ADDRESS: 18220 W SHERMAN WAY 91335

LEGAL DESCRIPTION-ALL

TRACT	BLOCK	LOT(s)	ARB	CO.MAP REF #	PARCEL PIN	APN
TR 21799		1		M B 617-42/44	183B125 217	2125-036-021