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For more information regarding the content of this material, please contact the Charter Schools Division by phone at 916-322-6029 or by email at charters@cde.ca.gov.

**CDE letter dated September 19, 2017:
Fiscal Concerns on 2016–17 Second Interim Report and
Request for Additional Documentation**



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Sent via First Class Mail and E-mail to:

p.rogers@altaps.org

r.reyes@altaps.org

b.baxter@altaps.org

j.salas.hs@prepatec.org

September 19, 2017

Patricia Rogers, Board Chairperson
Xavier Reyes, Chief Executive Officer
Barry Baxter, Superintendent of Instruction
Alta Public Schools
2410 Broadway Avenue
Walnut Park, CA 90255

Jose Salas, Principal
Prepa Tec Los Angeles High
2665 Clarendon Avenue
Huntington Park, CA 90255

Dear Ms. Rogers, Mr. Reyes, Mr. Baxter, and Mr. Salas:

Subject: Fiscal Concerns on 2016–17 Second Interim Report and Request for Additional Documentation

The purpose of this letter is to follow-up with the Prepa Tec Los Angeles High (PTLAH) Board of the California Department of Education's (CDE's) concerns over PTLAH's financial condition, which includes declining pupil enrollment, no reserves, negative ending fund balance, and increasing negative net assets in the Fiscal Year (FY) 2016–17 second interim report.

Criteria:

- Pursuant to the Memorandum of Understanding (MOU) between PTLAH and the State Board of Education (SBE), page 14, the charter school is expected to maintain reserves at a level at least equivalent to a school district of similar size as identified in *California Code of Regulations*, Title 5, Section 15450.
- Pursuant to the MOU between PTLAH and the SBE, pages 15–16, PTLAH's enrollment must be consistent with the enrollment data described in the SBE-approved charter, or in an SBE-approved revised charter, or a change that could significantly impact the academic or financial sustainability of the charter school. If a change in enrollment of 25 percent or more occurs, a material revision to the petition may be required.

Patricia Rogers, Board Chairperson
Xavier Reyes, Chief Executive Officer
Barry Baxter, Superintendent of Instruction
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Observations:

- The PTLAH multi-year budget, approved by the SBE included projected enrollment of 168 pupils in year one. However, PTLAH's FY 2016–17 second interim projected enrollment reported 112 pupils. This represents a decline of over 33 percent of the original projected enrollment of 168 pupils and does not meet the terms of the MOU.
- PTLAH reported zero percent reserves for FY 2016–17; PTLAH's expected reserve level is five percent.
- PTLAH reported a negative ending fund balance of \$188,830 in the FY 2016–17 second interim report. The CDE notes that a negative ending fund balance could jeopardize PTLAH's financial sustainability since liabilities cannot be covered even if all of PTLAH's assets were liquidated.
- As of January 31, 2017, PTLAH's net assets increased from \$45,403 to a negative \$173,967. This net asset decrease results in a debt ratio of negative 0.51, which means that PTLAH's total liabilities are more than approximately three times the value of its total assets. Furthermore, PTLAH's working capital ratio would drop to negative 1.48, which means PTLAH has no current assets to cover its current liabilities.

Fiscal Corrective Action Plan:

PTLAH submitted a request for a material revision to the PTLAH charter including a revised multi-year financial plan, on May 31, 2017. Beginning with FY 2017–18, the revised financial plan includes changes to projected enrollment; reduced revenue and expenditures; positive ending fund balance; and a projected seven percent reserve. The SBE approved the material revision, with technical amendments and one condition, at its September 14, 2017, meeting.

The PTLAH Board must notify the Charter Schools Division (CSD) immediately with any issues or concerns that may impact the charter school's financial condition, including but not limited to, monthly cash flow, changes to enrollment, and facilities.

Additionally, the following documents must be submitted to the CDE:

Patricia Rogers, Board Chairperson
Xavier Reyes, Chief Executive Officer
Barry Baxter, Superintendent of Instruction
Jose Salas, Principal
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- Executed lease agreement and other supporting documentation for the leased facility at 4210 E Gage Avenue, Bell.
- Supporting documentation for the facility at 6020 Miles Avenue, Huntington Park, a Los Angeles Unified School District Proposition 39 facility on the campus of Huntington Park High School.

Please submit the requested facilities documents via e-mail to SBEOVERSIGHT@cde.ca.gov **within two weeks of the date of this letter.**

If you have any questions or need any additional information regarding this subject, please contact Kylie Kwok, Education Fiscal Services Consultant, CSD, by phone at 916-319-0498 or by e-mail at kkwok@cde.ca.gov.

Sincerely,

/s/

Cindy S. Chan, Director
Charter Schools Division

CSC:kk

cc: Karen Stapf Walters, Executive Director, California State Board of Education
Nick Schweizer, Deputy Superintendent, Systems Support Branch, California
Department of Education

**Los Angeles Unified School District Board of
Education letter dated March 31, 2017:
Final Notification of Space Offered to Prepa Tec Los
Angeles High**

California Department of Education Letters of Concern Attachment 9
and Prepa Tec Los Angeles High Responses Page 6 of 129

MEMBERS OF THE BOARD

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**ADMINISTRATIVE OFFICES**

333 South Beaudry Avenue, 24th Floor
Los Angeles, California 90017
Telephone: (213) 241-7000 | Fax: (213) 241-8442

MICHELLE KING

Superintendent of Schools

SENT BY U.S. MAIL AND EMAIL

March 31, 2017

Barry Baxter
Prepa Tec Los Angeles High
2665 Clarendon Ave.
Huntington Park, CA 90255

**FINAL NOTIFICATION OF SPACE OFFERED TO PREPA TEC LOS ANGELES HIGH (CAL. CODE REGS.,
TIT. 5, § 11969.9, SUBD. (H))**

Dear Charter School Operator:

Pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (h), the Los Angeles Unified School District (“District”) provides this final notification of space offered to Prepa Tec Los Angeles High (“Charter School”).

I. Response to Charter School’s Concerns and/or Counter Proposals:

In compliance with California Code of Regulations, title 5, section 11969.9, subdivision (g), on or before March 1, 2017, Charter School was required to respond to the District’s Preliminary Proposal expressing any concerns, addressing differences between the Preliminary Proposal and Charter School’s facilities request and/or making counter proposals. In its Final Statement of Reasons, the California Department of Education clarified that the purpose of this requirement is to encourage discussion and negotiation between the parties **before a formal offer is prepared**. (Cal. Dept. of Ed., Final Statement of Reasons re: Implementing Regulations, p. 12.) Negotiations between Charter School and the District must occur prior to the District’s issuance of a Final Notification of Space pursuant California Code of Regulations, title 5, section 11969.9, subdivision (h). The California Department of Education explicitly stated that a Charter School’s May 1 written response to a Final Notification of space must accept or reject the formal offer **in its entirety**. The intent is for formal negotiations to occur **before the final formal offer is provided, not after**. (*Id.* at p. 13.)

In accordance with California Code of Regulations, title 5, section 11969.9, subdivision (i) and the intent expressed by the California Department of Education, Charter School is solely permitted to accept or deny **the entirety** of space offered in this Final Notification of Space. Charter School may not partially accept some of the space offered and reject other space offered, and **it will be obligated to pay the entirety of the pro-rata share** identified herein should it accept the offered space. However, Charter School will have the right to negotiate a shared use

Prepa Tec Los Angeles High
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arrangement with the co-located District School program(s) as to the shared use spaces at the School Site.

2. Teaching Stations, Specialized Classroom Space, and Non-Teaching Station Space Offered for the Exclusive Use of the Charter School:

Exhibit "A" to the Use Agreement specifically identifies each of the teaching stations offered for Charter School's exclusive use.

Charter School students will have access to computers in its exclusive use space reasonably equivalent to that of District students in Charter School's comparison group schools.

3. Teaching Stations, Specialized Classroom Space, and Non-Teaching Station Space to which the Charter School is to be Provided Access on a Shared Basis:

The Shared Use Agreement attached as Exhibit "A" to the Use Agreement specifically identifies the teaching stations, specialized classroom space, and non-teaching space offered for Charter School's use on a shared basis.

Charter School will be provided access on a shared basis to all space listed in the Shared Use Agreement attached as Exhibit "A" to the Use Agreement. Additionally, to the extent not listed on Exhibit "A" and to the extent that such space exists on the offered District school campus, Charter School is to be provided shared access to field and black top space, storage space, a nurse's station, and parking space.

The District will provide Charter School's secondary students (grades 7-12), if any, with shared use of science laboratory classroom space to the extent it does not prohibit: (1) the District school from meeting the education requirements mandated by Education Code sections 51220, 51225.3 subdivisions (a)(1)(C), and 51228 subdivision (a); and (2) does not prohibit the students attending the District school from meeting the minimum graduation requirements of 10 credits of biological science and 10 credits of physical science and the minimum college admission requirements of two years of lab sciences for Universities of California and California State Universities and three to four years of lab sciences for private colleges. In order to comply with these state mandates and minimum educational requirements, pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (f), the District provides access to science laboratory classroom space subject to the conditions stated in the conditions set forth in the Shared Use Agreement to the Use Agreement. All conditions set forth in the Use Agreement are incorporated herein by this reference.

The District offers to serve as the School Food Authority ("SFA") administering the official National School Lunch and School Breakfast Programs and all other associated programs. The District's Food Services Division will prepare and serve meals that meet the National School Lunch and School Breakfast Program and After School Snack Program meal requirements as established by the United States Department of Agriculture ("USDA") to Charter School's in-

district students. Charter School's in-district students will pay the District the same per meal co-pay (i.e., the student's responsibility for paying) that the District's students pay, as follows:

Grade Level	Breakfast (\$)*			Lunch (\$)			Snack (\$)***			Supper (\$)***		
	Free	Red.	Full Priced	Free	Red.	Full Priced	Free	Red.	Full Priced	Free	Red.	Full Priced
K – 8	0.00	.30	1.00	0.00	.40	1.50	0.00	.50	1.15	0.00	0.00	0.00
9 – 12	0.00	.30	1.50	0.00	.40	2.00	0.00	.50	1.15	0.00	0.00	0.00

* For schools participating in "Breakfast In The Classroom (BIC)", the co-pay is waived.

** Schools in Non-Area Eligible (less than 50% Free and Reduced Eligibility) are subject to a co-payment by each reduced and full-price eligible student.

*** Supper Programs are only hosted at Area Eligible Schools (50% and over Free and Reduced Eligibility). If a Non-Area Eligible school chooses to host a Supper Program, a fee will be charged at \$1.50 per meal.

NOTE: At schools that participate in Provision 2 Programs, student co-payments are waived at all eligibility levels.

Charter School's in-district students may be eligible for free and reduced meals, and the District will collect applicable reimbursement amounts. Charter School will then be charged the balance of actual costs the District incurs for each meal it provides to Charter School's in-district students at the proposed site, less (1) co-payments from Charter School's in-district students to the District and (2) free, reduced and full-price meal reimbursements for Charter School's eligible in-district students collected by the District. The actual anticipated costs the District will incur for each meal to Charter School's in-district students it provides at the proposed site will be unique to the circumstances of each charter school and proposed District location. Determination of actual meal costs takes various factors into account, including, but not limited to, whether meals are prepared on- or off-site, the total number of meals served, staffing needs, and the number of students who are eligible for free, reduced and full-price meals.

Charter School's per meal charge will not exceed the amounts set forth below. However, Charter School's per meal charge may potentially decrease, depending on several factors presently beyond the District's control that remain unresolved. These factors include, but are not limited to, final determinations by the federal and state governments regarding assistance levels for monetary and commodities subsidies, and free and reduced price meal reimbursements. These external factors should be resolved, and a determination of whether Charter School's per meal charge will decrease should be known, by the end of July 2017, at which time the proposed Food Services Agreement could be amended, as appropriate. While Charter School's actual payment obligation may be less, the District presently anticipates that Charter School's "not-to-exceed" per meal charge (after student co-payments and free, reduced and full-price meal reimbursements are applied) will be as follows:

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Grade level	Breakfast (\$)*	Lunch (\$)	Snack (\$)***	Supper (\$)***
K – 5	1.70	2.15	1.15	1.25
6 – 8	3.22	3.81	1.15	1.25
9 – 12	3.66	4.75	1.15	1.25

NOTE: Charter School's per meal charges listed above are the District's anticipated "not-to-exceed" costs, and are based upon current meal averages with applicable increase in costs. Charges are subject to change.

*For schools participating in "Breakfast In The Classroom (BIC)", the co-pay is waived.

** Schools in Non-Area Eligible (less than 50% Free and Reduced Eligibility) are subject to a co-payment by each reduced and full-price eligible student.

*** Supper Programs are only hosted at Area Eligible Schools (50% and over Free and Reduced Eligibility). If a Non-Area Eligible school chooses to host a Supper Program, a fee will be charged at \$1.50 per meal.

NOTE: At schools that participate in Provision 2 Programs, student co-payments are waived at all eligibility levels.

This payment structure is the same as the District's process, whereby the District pays the actual costs for each meal provided to District students, less co-payments from District students and free, reduced and full-priced meal reimbursements. Charter School will be billed monthly for the meal services costs in addition to the estimated Pro-Rata Share Charge identified above. Please see the enclosed, which identifies the District's terms and conditions in the draft Food Services Agreement for Charter School ("Food Services Agreement"). All terms and conditions set forth in the draft Food Services Agreement are hereby incorporated herein by reference.

Pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (g), Charter School was required to indicate by March 1st whether it was agreeable to the District's proposal in its written response to the District's Preliminary Proposal.

NOTE: If Charter School is agreeable to the District's offer to provide meal services pursuant to the arrangement described hereinabove, then Charter School was solely responsible for immediately taking all necessary steps to ensure it timely designated the District as Charter School's SFA by the applicable regulatory deadline(s). The District understands that this deadline was March 31, 2017.

4. Arrangements for Shared Space:

Charter School will be provided access to shared space as set forth in the Shared Use Agreement attached as Exhibit "A" to the Use Agreement. The District has identified the maximum shared use allocation entitlements for the Charter School as provided by law, and the days of the week and times of the day when it proposes that Charter School will have use of the shared use spaces.

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The District will confer in good faith with Charter School in an effort to reach mutually acceptable schedules for the use of the shared space. Please note, this establishes a baseline for sharing the co-located campus fairly as required under Proposition 39, and it is likely to change following good faith discussions and mutual agreement of both co-located schools' principals if Charter School accepts the space offered. District staff will make every reasonable effort to accommodate the scheduling priorities of both co-located schools in the shared use spaces so that the educational programs of the charter school and District school are least disrupted. **Note:** Certain changes to the District School's schedule, including but not limited to changes to the lunch and/or recess schedule or changes to the length of time for recess and/or lunch, may require approval of the District School's Local School Leadership Council prior to the implementation of such change.

5. The In-District Classroom ADA Assumptions upon which the Allocation is Based:

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The District reserves the right to seek a monetary reimbursement amount from Charter School for over-allocated space pursuant California Code of Regulations, title 5, section 11969.8. Space is to be considered over-allocated if: (1) the charter school's actual in-district classroom ADA is less than the projected in-district classroom ADA upon which the facility allocation was based; and, (2) the difference is greater than or equal to a threshold ADA amount of 25 ADA or 10 percent of the projected in-district classroom ADA, whichever is greater. (Cal. Code Regs., tit. 5, § 11969.8, subd. (a).) California Code of Regulations, title 5, section 11969.8, subdivision (a), also specifies the regulatory formula for determining the reimbursement amount owed by a charter school to a school district if space has been over allocated. **Caution:** If Charter School is over-allocated space, the reimbursement amount owed to the District could be significant. Refer to Section 11969.8 for additional details.

Pursuant to California Code of Regulations, title 5, section 11969.9 subdivision (l), Charter School is required to report its actual ADA to the District via prop39@lausd.net every time that Charter School reports ADA for apportionment purposes. The reports must include in-district and total ADA and in-district and total classroom ADA. Charter School must maintain records documenting the data contained in the reports and make the records available upon the District's request.

6. Differences between in-District Classroom ADA assumption on which the Allocation is Based and those submitted by Charter School pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (e):

None.

7. The Specific Location of the Space:

School Site 1:
 Huntington Park Senior High

*Prepa Tec Los Angeles High
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6020 Miles Ave
Huntington Park, CA 90255

8. All Conditions Pertaining to the Space:

Please see the attached Use Agreement.

The Charter School's governing board must approve the final Use Agreement prior to occupancy. The approval must be evidenced by a resolution that identifies the individual authorized to execute the Use Agreement and execution of the Use Agreement by the authorized individual. All conditions set forth in the enclosed draft Use Agreement are incorporated herein by this reference.

9. The Pro Rata Share Amount:

The Pro Rata Share Charge for the 2017-2018 school year is based on the per square foot amount of the total exclusive and proportional shared use space as well as the proportional share of that space needed for the overall operation of the campus.

Please see Exhibit "B" to the Use Agreement attached hereto and incorporated herein by this reference. Exhibit "B" to the Use Agreement states the Pro Rata Share Charge for Charter School.

The Pro Rata Share Charge will be due to the District on a monthly basis in amounts equal to one twelfth of the total Pro Rata Share Charge for the applicable year. The Pro Rata Share Charge will be payable by the Charter School to the District and delivered to the Director of the District's Leasing and Space Utilization Department by the 1st day of each month. If Charter School fails to either make timely payment or deposit disputed payments into an escrow account with an escrow company authorized to do business in the state of California or as otherwise mutually agreed between the parties and provide timely notice of such to the District, the District shall provide Charter School with a notice of non-payment and Charter School shall have (10) ten business days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment in accordance with section 4.3 of the Use Agreement, Charter School authorizes and the District shall have the right, but not the obligation, to deduct the outstanding payment amount from the Charter School's Revenue account. Charter School shall have the option to request the District to deduct Charter School's Pro Rata Share Charge from the Charter School's Revenue account.

In accordance with California Code of Regulations, title 5, section 11969.9, subdivision (i) and the intent expressed by the California Department of Education, Charter School **will be obligated to pay the entirety of the Pro Rata Share Charge** identified herein should it accept the offered space.

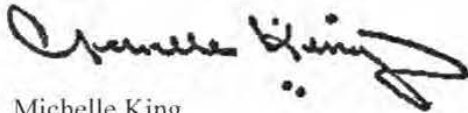
10. The Payment Schedule for the Pro Rata Share Amount:

*Prepa Tec Los Angeles High
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Please see the payment schedule in the Use Agreement attached hereto and incorporated herein by this reference.

If your facilities needs have changed since the submission of your request, please let us know at your earliest convenience so we may accurately allocate facilities offers. Should you have any questions or comments regarding this Final Notification of Space, please contact the District via e-mail at prop39@lausd.net. Please **DO NOT** contact the offered District school site directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle King". The signature is stylized and includes a large flourish at the end.

Michelle King
Superintendent

ATTACHMENTS

FUNDAMENTAL PROVISIONS**SINGLE YEAR CO-LOCATION USE AGREEMENT**

The following fundamental provisions are incorporated into the Single-Year Co-Location Use Agreement ("Agreement"). The provisions shall have the following meanings throughout the Use Agreement.

(a) Property Owner:	Los Angeles Unified School District ("LAUSD" or "District"), a unified school district existing under the laws of the State of California.
(b) Occupant:	Alta Public Schools operating that charter school known as Prepa Tec Los Angeles High ("Charter School") a California Charter School.
(c) School Site:	The Charter School shall be located on the following District School Site in accordance with the terms of this Facilities Use Agreement: Huntington Park Senior High School ("School Site").
(d) School Site use:	The Charter School shall use the School Site as a public school providing public education to its charter students in accordance with its Charter Petition. The Charter School shall have shared use of the School Site to the extent mutually agreed upon by the parties as set forth in the shared use exhibit attached hereto.
(e) School Year:	This Agreement provides use rights for the 2017-2018 school year.
(f) Date of Occupancy:	The Charter School's occupancy shall begin ten (10) working days prior to the first day of instruction as identified in the Charter School's "Facilities Request" for the 2017-2018 school year.
(g) Term:	The Term of this Agreement shall expire on June 30, 2018 .
(h) Pro Rata Share Charge:	The Pro Rata Share Charge for the Charter School's use of the School Site shall be as outlined in Article 4 section 4.1. See Exhibit B for Pro Rata Share Charge for the School Year.
(i) Charter School's Address for Notices:	Prepa Tec Los Angeles High ATTN: Barry Baxter, Superintendent 2665 Clarendon Avenue Huntington Park, CA 90255 Phone No.: 323-923-0383 Facsimile No.: Email Address: b.baxter@altaps.org

With a copy to:	<p>_____</p> <p>_____</p> <p>ATTN: _____</p> <p>Phone No.: _____</p> <p>Facsimile No.: _____</p> <p>Email Address: _____</p>
(i) LAUSD's Address for Notices:	<p>Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: Director of Non-Academic Facilities Planning Phone No.: 213-241-6785 Facsimile No.: 213-241-6784 Email Address: yekaterina.boyajian@lausd.net</p>
With a copy to:	<p>Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: Director, Charter Schools Phone No.: 213-241-0399 Facsimile No.: 213-241-2054 Email Address: jose.cole-gutierrez@lausd.net</p>

**SINGLE YEAR CO-LOCATION
CHARTER SCHOOL FACILITIES USE AGREEMENT**

BY AND BETWEEN

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a Unified School District duly organized and existing under the laws
of the State of California,

as Property Owner,

AND

Alta Public Schools OPERATING THAT CHARTER SCHOOL KNOWN AS **Prepa Tec Los Angeles High** ("CHARTER SCHOOL") A CALIFORNIA CHARTER SCHOOL.

April 1, 2017

SINGLE-YEAR CO-LOCATION USE AGREEMENT

This Single-Year Co-Location Charter School Facilities Use Agreement (this "Agreement") is made and entered into as of the last date of the full execution of this Agreement (the "Effective Date"), by and between the Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California ("LAUSD" or "District"), and **Alta Public Schools** operating that charter school known as **Prepa Tec Los Angeles High** ("Charter School") a California Charter School (collectively referred to herein as the "Parties") with reference to the following:

RECITALS

WHEREAS, LAUSD owns certain real property and facilities held in trust for the State of California to benefit all public school children residing in District's boundaries;

WHEREAS, Charter School is a charter school operating under the provisions of the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and providing public school instruction to school children residing in the District's boundaries;

WHEREAS, pursuant to Proposition 39 (Ed. Code section 47614) ("Prop. 39") and the State Board of Education's implementing regulations (Title 5, Section 11969.1 – 11969.9) ("Implementing Regulations") (Ed. Code section 47614 and the Implementing Regulations are collectively referred to as "Prop. 39") as they may be amended by the State Board of Education from time to time, the District has certain obligations to provide reasonably equivalent school facilities to charter schools that are providing public school instruction to school children residing in the District's boundaries;

WHEREAS, Charter School has made a timely request for facilities in accordance with Prop. 39;

WHEREAS, LAUSD and Charter School wish to set forth the terms and conditions on which Charter School shall have the right to occupy the School Site for purposes of operating a school, as well as the responsibilities of Charter School with respect to the use and operation thereof, and the rights and responsibilities of LAUSD as the owner of certain real property to be used and the improvements thereon.

NOW, THEREFORE, for good consideration had and received, and the mutual covenants and obligations contained herein, LAUSD and Charter School hereby agree as follows:

ARTICLE 1. GENERAL TERMS

1.1 Definitions. Capitalized words and phrases used and not otherwise defined elsewhere in this Agreement shall have the following meanings:

(a) "Applicable Law" means and refers to all present and future, foreseeable and unforeseeable, applicable laws (including, without limitation, the California Education Code, the California Public Contract Code, the California Building Standards Law and any requirements of

the California Division of State Architect), ordinances, orders (including consent decrees), rules and regulations, and requirements of all federal, state, county and municipal government, courts, departments, commissions, boards and offices, and any other governmental body exercising jurisdiction over the School Site or exercising functions similar to those of any of the foregoing, foreseen or unforeseen. The Parties recognize that the laws applicable to the Charter School and the District may vary.

(b) "Environmental Laws" means and refers to all federal, state and local laws, ordinances, court orders and administrative directives, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Hazardous Substance Account Act, California Health & Safety Code §§ 25300, et seq.; the Hazardous Waste Control Law, California Health & Safety Code §§ 25100, et seq.; the Medical Waste Management Act, California Health & Safety Code §§ 15015, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000, et seq.; and California Education Code §§ 17210, et seq., and California Code of Regulations, Title 5, §§ 14010, et seq.

(c) "Hazardous Materials" shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or material, or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, and includes but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated byphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

(d) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing, including continuing migration, into the environment of Hazardous Material into or through soil, air, surface water or groundwater.

(e) "District Real Property" shall mean the real property upon which the School Site is located.

(f) "District Premises" shall mean the facilities and other improvements located on the District Real Property together with the Real Property.

(g) "Charter School Premises" shall mean that portion of the District Premises that is designated to the Charter School's exclusive use as outlined in this Agreement.

(h) "Charter School Shared Premises" shall mean that portion of the District Premises that is shared with another District school or charter school. The Charter School Shared Premises will be mutually determined by the Charter School and LAUSD in advance by selecting

from a menu of possible shared space on the District Premises. The Charter School's Shared Space shall be attached to this Agreement as Exhibit A.

(i) "Charter School Owned Premises" shall mean facilities and other improvements together with any real property that is owned by the Charter School.

(j) "Deferred Maintenance" shall mean facilities repair or replacement projects as described in Education Code section 17582(a) or additionally approved by the State Allocation Board; and further detailed by Office of Public School Construction Deferred Maintenance Program Handbook, as updated from time to time. Those projects include, but are not limited to, work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems. The exterior and interior painting of school buildings, asphalt paving, the inspection, sampling and analysis of building materials to determine the presence of asbestos-containing materials, the encapsulation or removal of asbestos-containing materials, the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials, the control, management, and removal of lead-containing materials, or such other items as may be approved by the Board, to such condition that the school buildings may be effectively utilized for their designated purposes.

1.2 Statutory References and Exhibits. The specific statutory references in this Agreement are to the Statutes and Regulations of the State of California unless otherwise specified. All Exhibits and Attachments are deemed fully incorporated into this Agreement.

ARTICLE 2. FACILITIES, FURNISHINGS AND EQUIPMENT

2.1 Exclusive Use. LAUSD hereby grants to Charter School the exclusive use of that portion of the District Premises as fully described and outlined in Exhibit A.

2.2 Shared Use. LAUSD hereby grants to Charter School the shared use of that portion of the District Premises as fully described and outlined in Exhibit A.

2.3 Delivery of Charter School Premises. Unless the Charter School is already in possession of the Charter School Premises as mutually agreed by the District and the Charter School, the District agrees to have the Charter School Premises furnished, equipped and available for occupancy by the Charter School at least 10 business days prior to the commencement of the first day of instruction in LAUSD's regular school year for the traditional school calendar.

2.4 Furnishings and Equipment. LAUSD shall provide furnishings and equipment to the Charter School. These furnishings and equipment shall remain the property of LAUSD. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. Section 11969.2. All furnishings and equipment located at the Charter School Premises shall be the property of LAUSD unless the charter school has developed an inventory of the furnishings and equipment that it has purchased for use on the Charter School Premises. The charter school's property will be properly inventoried and supported by back-up documentation, such as receipts of purchase or other acceptable form of documentation.

2.5 Telecommunications. The District Premises are wired for telephone and computer data connectivity. The responsibility to provide all communications equipment, excluding phones, computer and related hardware, software, and all required services, shall be the responsibility of the Charter School.

2.6 Title to District Premises. Charter School understands that this Use Agreement shall provide Charter School with the right to occupy and use the Charter School Premises and Charter School Shared Premises as outlined in this Agreement and that Charter School represents and warrants that Charter School shall not have or assert any ownership right, title or interest to the District Premises based upon its status or possession, occupancy and use of the District Premises.

ARTICLE 3. TERM

3.1 Agreement Term. The term of this Agreement (“Term”) shall commence on the Effective Date and shall expire on the date set forth in (g) of the Fundamental Provisions, unless otherwise agreed between the parties as outlined in an agreement for summer occupancy, as provided in section 3.2 below, or unless terminated as outlined in this Agreement.

3.2 Summer Occupancy. LAUSD and Charter School may agree to the Charter School’s access to District Premises for a period of time in addition to the term described in section 3.1 above, as follows:

(a) At the time of its initial annual application for facilities, submitted to LAUSD not later than the November 1 deadline, Charter School shall provide LAUSD with its request to occupy District Premises for purposes of conducting a summer session of its educational program, and an approximation of its desired classroom needs and need for shared space.

(b) By May 1, Charter School will provide LAUSD with a projection of enrollment and an exact accounting of the classrooms and shared space needed.

(c) By June 1, LAUSD will provide Charter School with notification of its assigned classroom space and shared space. LAUSD shall make reasonable efforts to provide Charter School with the space Charter School occupied during the term specified in section 3.1 above; provided, however, that if LAUSD assigns space to Charter School that differs from the space that it occupied, it will provide Charter School with such notice at this time. Charter School and LAUSD will jointly sign the notification acknowledging agreement to the summer occupancy.

(d) If Charter School does not occupy the planned space during the term of its requested occupancy, LAUSD shall have the right to charge charter school for over-allocated space pursuant to the formula set forth in Prop 39 for over-allocated space, pro rated monthly, provided however that the notification provisions of Title 5 CCR section 11969.8 shall not apply.

(e) Charter School understands that custodial staff is assigned to day shifts during the summer to perform deep cleaning of the campus, and that they will have to pay custodial overtime to perform the daily clean-up of summer school activities, just as the District school would have to out of their local control funding budget if they were to host summer school as well.

ARTICLE 4. CHARGES FOR FACILITIES USE

4.1 Definition of Pro Rata Share Charge: The Parties acknowledge and agree that LAUSD may not, pursuant to California law, charge Charter School rent in exchange for its use of the District Premises; *provided, however*, that LAUSD shall have the right to charge the Charter School an annual fee for use of the District Premises consistent with Education Code section 47614(b) (the "Pro Rata Share Charge"). In exchange for payment of the Pro Rata Share Charge by Charter School, LAUSD shall perform Deferred Maintenance upon the District Premises for the benefit of Charter School. In charging the Pro Rata Share Charge the District shall not charge the higher oversight fee under Education Code section 47613.

4.2 Calculation of Pro Rata Share Charge. The Pro Rata Share Charge shall be calculated in accordance with Title 5 CCR section 11969.7. When determining Charter School's facilities costs, Charter School shall only be responsible for facilities payments for those types of facilities spaces used in the District's calculation of the Pro Rata Share Charge. If the Charter School shares the District Premises, the Charter School shall only be charged the Pro Rata Share Charge on the Charter School Shared Premises on a percentage of its annual usage of the shared premises. The Pro Rata Share Charge shall be determined by calculating the actual square footage of the Charter School's Premises and the percentage of its usage of Charter School Shared Premises. The Charter School will not be charged a Pro Rata Share Charge for District Premises that it does not use, but may be charged a proportional Pro Rata Share Charge for shared space needed for the overall operation of the campus as set forth in Title 5 CCR section 11969.7(c). The methodology and the Pro Rata Share Charge for the first school year of the Term of this Agreement is attached as Exhibit B.

4.3 Disputes as to Payments. If Charter School disputes all or any part of the Pro Rata Share Charge, Charter School shall pay the undisputed portion of the charge per the terms provided in section 4.4 below and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the parties, at the Charter School's expense. The parties agree to first attempt to resolve such disputes pursuant to the dispute resolution provisions in Section 22.1 of this Use Agreement. The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the parties proportionally on the same percentage allocation as the disputed payment amount.

In such instance where Charter School disputes its obligations to pay all or part of the Pro Rata Share Charge, Charter School shall provide LAUSD with a letter or notice entitled "Payment Under Protest" stating that Charter School plans to dispute such payment and proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that payment would have been due under section 4.4 or 5.2, as applicable. The Charter School shall provide further letter to LAUSD specifying in detail why Charter School is not required to pay all or part of such amount within thirty (30) days following the payment due date.

4.4 Assessment Schedule. The Pro Rata Share Charge will be due to LAUSD on a monthly basis in amounts equal to one twelfth of the total Pro Rata Share Charge for the applicable

year. The Pro Rata Share Charge will be payable by the Charter School to LAUSD to the Director of LAUSD's Leasing and Space Utilization Department by the 1st day of each month. If Charter School fails to either make timely payment or deposit disputed payments into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the parties and provide timely notice to LAUSD, LAUSD shall provide Charter School with a notice of non-payment and Charter School shall have (10) ten business days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment per section 4.3 above, Charter School authorizes and LAUSD shall have the right, but not the obligation, to deduct the outstanding payment amount from the Charter School's Revenue account.

Notwithstanding anything else in this section 4.4 above, Charter School shall have the option to request LAUSD to deduct Charter School's Pro Rata Share Charge from the Charter School's Revenue account.

4.5 Oversight Fee. If District collects a Pro Rata Share Charge, the District may only charge an oversight fee in accordance with Education Code section 47613, which shall not exceed one percent (1%) of the "revenue of the charter school" (as defined in subdivision (f) of Section 47613). If District does not collect a Pro Rata Share Charge, and does not otherwise charge a fee that may be deemed rent, the District may charge an oversight fee in accordance with Education Code section 47613, which shall not exceed three percent (3%) of the "revenue of the charter school." Oversight fees or Pro Rata Share Charges shall be altered by the parties in accordance with any change in applicable law during the term of this Agreement. Charter School shall pay the oversight fee in accordance with the requirements for the payment of the Pro Rata Share as provided in Section 4.4 above.

ARTICLE 5. FEE FOR SERVICE CHARGES

5.1 Payment for Services. In addition to the services provided by LAUSD under this Agreement, Charter School may request and LAUSD may, from time to time, provide facilities-related services to Charter School in addition to the services provided in this Agreement, upon mutual agreement by the parties, and shall charge Charter School for such services ("Fee-For-Service Charges"). Any recurring Fee-For-Service Charges shall be payable by Charter School on a monthly basis as set forth in Section 4.4 above. One-time Fee-For-Service Charges, will be charged to Charter School on a monthly basis, and will be accompanied by an invoice that reflects the nature of the services delivered, the rate charged, and the degree of completion. A copy of any applicable LAUSD order form or job ticket shall also be enclosed with the invoice. To the extent that Charter School has requested services for which a flat monthly fee is charged, such Fee-For-Service-Charges shall be prorated for any partial month. These Fee-For-Service Charges will not be deducted by LAUSD from the Charter School's Revenue account nor offset against any monies owing to the Charter School.

5.2 Timely Payment. Charter School will pay any Fee-For-Service Charges by check or cash within twenty (20) days following the receipt of the invoice. If Charter School fails to pay the fee-for-service amounts, the unpaid amounts shall bear interest at the lesser of: (i) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank

operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%), or (ii) the maximum rate then allowed by law ("Interest Rate") from the date such amount is due until the date paid.

5.3 Timely Charges. The Parties agree that no amounts may be charged or disputed for services that have been delivered over a period that exceeds twelve (12) months, and that Charter School will have no obligation to pay any amounts charged pursuant to an order or request for services that is more than twelve (12) months old, regardless of whether the services have been delivered and/or completed,

5.4 Disputes as to Payments. If Charter School disputes all or any part of the Fee-for-Service Charges, Charter School shall pay the undisputed portion of the charge per the terms provided in section 5.1 and 5.2 above, and shall handle the disputed portion as set forth in section 4.3 above.

ARTICLE 6. INSURANCE

6.1 Charter School's Insurance. Charter School, at Charter School's sole cost and expense, shall both obtain and keep in full force and effect, beginning on the Commencement Date and continuing until this Agreement terminates, the following insurance policies for the District Premises, or, in lieu of maintaining coverage through an insurance company, use a self-insurance mechanism that meets the following criteria:

(a) Liability Insurance. Commercial general liability insurance with respect to the District Premises and Charter School Owned Premises, if any, and the operations of or on behalf of Charter School in, on or about the District Premises, including but not limited to: bodily injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than Five Million Dollars (\$5,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to the School as required by LAUSD as a school district. Coverage shall be maintained with no Self-Insurance Retention above \$15,000 without the prior written approval of LAUSD. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles 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 primary, provided however, that District's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the Charter School.

(b) Property Insurance. Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all of Charter School's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property ("Charter's Property") in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain: (i) coinsurance or contribution clauses, (ii) a replacement cost endorsement, and (iii) a waiver of subrogation in favor of LAUSD. With regard

to such property insurance, LAUSD agrees that Charter School shall have the right to participate in insurance policies obtained by LAUSD where such policies are less expensive or otherwise more advantageous to Charter School than coverage otherwise available in the marketplace. Any such participation shall be in a separate written agreement. The Parties further acknowledge and agree that Charter School has no obligation hereunder to purchase earthquake coverage.

(c) Workers' Compensation, Employer Liability. 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, and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000).

(d) Fidelity Bond. Fidelity bond coverage for all of Charter School's employees and who handle, process, or otherwise have responsibility for Charter School's funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insurance retention.

6.2 Insurance Policy Criteria. All policies of insurance required to be carried by Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard LAUSD requires for non-charter public schools [A.M. Best A-, VII or better]. Any such insurance required of Charter School hereunder may be furnished by Charter School under any blanket policy carried by it or under a separate policy therefor. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to LAUSD prior to the date Charter School is given the right to possession of the District Premises, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. In addition, LAUSD and the Board of Education of the City of Los Angeles shall be named as an additional insured on the liability policies and a loss payee on the property coverages for District Premises. LAUSD may, at any time and from time to time, upon reasonable notice to Charter School and at no cost to Charter School, inspect and/or copy any and all insurance policies required hereunder, and in no event shall the then-limits of any policy be considered as limiting the liability of Charter School under this Agreement.

6.3 Failure to Obtain Insurance. If Charter School fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, the insurance required hereunder, or fails to carry insurance required by any Applicable Law, LAUSD may (but without obligation to do so), and with concurrent notice to Charter School, perform such obligations on behalf of Charter School, and the cost thereof, together with interest thereon at the Interest Rate from the date of demand until paid, shall become due and payable as additional payment by Charter School to LAUSD.

6.4 Reimbursement. Charter School shall reimburse LAUSD for cost of the premiums paid by LAUSD for the insurance carried by LAUSD pursuant to the terms of section 6.3 herein, in accordance with section 5.2. Such amounts will be payable by check, and may not be deducted by LAUSD from Charter School's Revenue account.

6.5 District Insurance. During the Term of this Agreement, the District shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the District Premises and any District-owned personal property) in amounts equal to that which would be in place if the District Premises were occupied by another school of the District. For services provided by the District to the Charter School, the District shall maintain responsibility for these services and such services shall be covered by the District's self-insurance or any insurance that the District may maintain.

ARTICLE 7. USE OF PREMISES

7.1 Use. Charter School shall use the District Premises for the operation of a school serving school students consistent with the terms of the Charter School's charter, and incidental related uses, such as educational and extracurricular uses, with such use being subject to the terms of this Agreement and all Applicable Law.

7.2 Civic Center Use. Although Charter School shall have the exclusive use of the Charter School Premises, LAUSD, with the prior consent of Charter School, may agree to make the Charter School Premises available to members of the community in accordance with the provisions of the Civic Center Act (Education Code section 38131 et seq.). If Charter School authorizes access to Charter School Premises pursuant to Civic Center Act, Charter School assumes the risk of loss or damage to property as a result of that access.

LAUSD shall have the right to provide use of Charter School Shared Premises to members of the community in accordance with the provisions of the Civic Center Act (Education Code section 38131 et seq.); *provided, however,* that Charter School shall have first right of use of Charter School Shared Premises if Charter School has timely scheduled use of the Charter School Shared Premises with the local LAUSD school principal by September 15 for the period of November through February, January 15 for the period of March through June, and May 15 for the period of July through October or prior to LAUSD granting use access to a third party.

7.3 Compliance with Laws. The District is not aware of any defect in or condition of the District Premises that would prevent their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the District Premises that calls into question the appropriateness or sufficiency of the District Premises for their intended purpose. The District discloses that the District Premises may not be in compliance with statutes, ordinances, regulations, orders or holdings that were subsequently enacted or issued after the construction of the District Premises and the District offered the Charter School Premises and Charter School Shared Premises based upon the information Charter School disclosed in its Prop. 39 facilities request or otherwise disclosed to the District.

Charter School agrees to use and occupy the District Premises in accordance with all Applicable Law. LAUSD acknowledges that Charter School shall not be responsible for repairs, replacements, alterations, renovations or other modifications or improvements that may result from the District Premises' failure to comply with Applicable Laws unless legal non-compliance or the

requirement to comply with current Applicable Laws is the result of an act or omission of Charter School. LAUSD agrees that Charter School shall not be liable for any harm, injury, or other liability resulting from the District Premises' failure to comply with Applicable Laws. Notwithstanding anything herein to the contrary, Charter School shall only be responsible for the District Premises' compliance with Environmental Laws, the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) access rights to the extent Charter School makes any modifications or improvements to the District Premises. Charter School shall not be responsible for any and all environmental conditions which existed on, below, above or around the District Premises prior to the Charter School's occupancy of the District Premises or caused by LAUSD or its contractors, agents, employees, invitees, or representatives, or any third parties.

7.4 Compliance with Charter Petition. Charter School shall, at its sole cost and expense, promptly and at all times comply with the terms and provisions of the Charter School's charter, as it may be amended or renewed by LAUSD or its chartering agency. Notwithstanding the forgoing, if this Agreement conflicts with any provision in the Charter School's charter this Agreement shall supersede the charter.

7.5 Continuous Use. Charter School shall uninterruptedly operate a school at the District Premises during the Term of this Agreement.

7.6 Finger Printing. Each party shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in the Education Code.

7.7 Shared Use. If the District Premises are shared with another District school or program or one or more other charter schools, the use of the Charter Schools Shared Premises shall occur in accordance with the Shared Use Agreement, attached hereto as Exhibit A. The additional Shared Use Agreement shall be negotiated in good faith and terms shall be mutually entered into between the Charter School and the LAUSD host school principal.

ARTICLE 8. ALTERATIONS AND SIGNAGE

8.1 Alterations. During the Term of this Agreement, Charter School shall have no right to make alterations, additions, or improvements to the District Premises, which shall include modular classrooms, ("Alterations"), unless previously approved by LAUSD and in accordance with conditions set forth by LAUSD in the approval letter delivered by LAUSD or otherwise mutually agreed in writing. Charter School may submit a request to make Alterations to the District Premises and LAUSD agrees to act upon a timely and complete request by Charter School within thirty (30) days. If LAUSD fails to provide a response to Charter School within thirty (30) days regarding any such timely and complete request the request shall be deemed approved. Any alterations, additions, or improvements must not cause the District Premises to be incompatible with the operation of a school within the public system of the City of Los Angeles, and must be made in compliance with all Applicable Laws and LAUSD policies. Unless agree otherwise in writing, the Charter School maintains its ownership rights in any Alterations and may be allowed

to remove the same at termination of this Agreement and restore the property to the condition reasonably equivalent to that existing prior to Alteration at Charter School's expense.

8.2 Signage. Charter School may install signage at the District Premises including one sign at the Charter School's main entrance stating the charter school name and other pertinent information, a sign indicating the main office of the Charter School, and other directional signs as appropriate. The signage shall not require any Alterations to the District Premises in order to erect such signage. Such signage shall be in compliance with any District standards previously made available to Charter School and Charter School's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations; provided, that in the event of any conflict between the District's standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail. The Charter School may place additional signs on the property with prior LAUSD approval.

ARTICLE 9. SURRENDER; END OF THE TERM

9.1 Surrender of District Premises. On the last day of the Term hereof, Charter School shall surrender to LAUSD the District Premises, vacant and in the same condition as when received or made, ordinary wear and tear excepted, free and clear of any liens or encumbrances. All Alterations made by or for Charter School, whether temporary or permanent in character, made either by LAUSD or Charter School, shall, unless otherwise agreed to by the District, be removed and the District Premises shall be surrendered to LAUSD upon expiration of the Term or termination of this Agreement and the property shall be restored to the condition existing prior to Alteration at the expense of Charter School. If any Alterations are made, at least thirty (30) days prior to the last day of the Term hereof, Charter School shall provide the District with its plan of removal and restoration, if and the District may require modifications to said plan to ensure that the premises are restored to substantially the same condition they were in prior to Charter School occupancy. By the last day of the Term, Charter School shall remove completely all of Charter School's personal property, including moveable furniture, trade fixtures, and equipment not attached to the District Premises, and repair all damage caused by such removal. Any of Charter School's personal property not so removed shall, with the exception of any modular classrooms purchased by Charter School, after written notification to the Charter School, at the option of LAUSD, automatically become the property of LAUSD upon the expiration or termination of this Agreement or 15 business days following written notification to the Charter School. Thereafter, LAUSD may retain or dispose of in any manner the personal property not so removed, without any notice or liability whatsoever to Charter School.

9.2 Compliance with Applicable Law. All removal of property is subject to Applicable Law, including any local permits and/or approval by the Division of State Architect of the State Department of General Services.

ARTICLE 10. HOLDING OVER

10.1 Holding Over. Charter School shall surrender possession of the District Premises immediately upon the expiration of the Term or earlier termination of this Agreement. Absent a written agreement to the contrary, Charter School will not be permitted to hold over possession of the District Premises after such expiration or earlier termination of the Term without the express written consent of LAUSD, which consent LAUSD may withhold in its sole and absolute discretion. Any holdover by Charter School shall constitute a breach of this Agreement by Charter School entitling LAUSD to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom.

During any hold over period, Charter School shall: (i) not occupy and use the premises during the hold over period except to remove its personal property and Alterations as it has coordinated with LAUSD; and (ii) authorize LAUSD to deduct \$100 per day (or any portion thereof) from charter school's monthly revenue account commencing on the sixth day of the hold over and said per day rate shall increase by 100% for each 15 day period thereafter; provided, however, that these hold over provisions shall not apply to those situations where Charter School previously made a timely and legally sufficient request under Prop. 39 for the school year to commence after the last day of the Term of this Agreement, LAUSD made a facilities offer and Charter School accepted, and there is a delay in the delivery of the facilities.

ARTICLE 11. LAUSD'S ACCESS AND OBLIGATIONS

11.1 Entry. LAUSD and its authorized representatives shall have the right, after forty-eight (48) hours prior written notice to Charter School, to enter the District Premises during normal business hours for the purpose of inspection and audit ("Inspection"); or to perform Deferred Maintenance in or on the District Premises pursuant to a request from Charter School or in accordance with the five year plan for Deferred Maintenance to be updated annually by LAUSD's Maintenance and Operations Branch in consultation with Charter School as set forth below. Nothing in this section shall prevent LAUSD from entering the District Premises to address an emergency upon the District Premises nor shall this provision restrict the LAUSD Charter Schools Division's authority to enter the District Premises without advanced notice to perform its general oversight responsibilities under the terms of Charter School's charter and applicable law. An "emergency" shall be defined to include circumstances that risk the health and safety of students, personnel or other persons on the District Premises, or circumstances that risk further imminent damage or destruction to the District Premises, or otherwise jeopardizes the operation of the District Premises including, but not limited to, the safety and sanitary condition of the District Premises.

11.2 Right to Perform. If Charter School fails to perform any covenant or condition to be performed by Charter School, LAUSD and its authorized representative shall have the right to enter the District Premises during normal business hours for the purpose of performing such covenant or condition at LAUSD's option after ten (10) days written notice to and failure to perform by Charter School or to provide notice to LAUSD pursuant to section 16.1(b) of this Agreement. Charter School shall reimburse LAUSD, in accordance with Section 5.2 above, for all reasonable costs incurred in so performing. Any performance by LAUSD of Charter School's

obligations shall not waive or cure such default. LAUSD may perform Charter School's defaulted obligations at Charter School's sole cost and expense.

11.3 Other. LAUSD shall have the right after forty-eight (48) hours prior written notice to Charter School to enter the District Premises at all reasonable times during usual business hours for the purpose of exhibiting the same to prospective purchasers or mortgagees or Charter Schools thereof.

11.4 Obligation to Inspect. On an annual basis, LAUSD's Maintenance and Operations Division will inspect the District Premises and deliver a copy of their inspection to the Charter School prior to commencement of its occupancy. It is understood and agreed by the Parties that LAUSD will bear the sole cost and responsibility for such inspection.

11.5 Deferred Maintenance Plan and Services. The Parties acknowledge and agree that LAUSD has certain obligations to deliver Deferred Maintenance to the District Premises in exchange for Charter School's Pro Rata Share Charge payments. In furtherance of its obligations, LAUSD shall maintain or cause to be maintained a "Deferred Maintenance Plan" for the District Premises. The Deferred Maintenance Plan shall include a schedule and description of Deferred Maintenance services to be delivered by LAUSD to Charter School to cover the Term of this Agreement; provided, however, that the parties acknowledge that there may not be any scheduled Deferred Maintenance services conducted during the term of this Agreement pursuant to LAUSD's five year plan. LAUSD shall deliver the Deferred Maintenance plan to Charter School before July 31 of the year of Charter School's occupancy. In addition to the services set forth in the Deferred Maintenance Plan, Charter School may request additional Deferred Maintenance services or accelerated service by telephoning LAUSD's Maintenance Operations Division. LAUSD shall, whenever feasible and without jeopardizing priority maintenance services to other schools, perform such additional or accelerated Deferred Maintenance services for Charter School. LAUSD acknowledges and agrees that it will carry out its responsibilities pursuant to this Section 11.5 in a good and workmanlike manner by properly qualified and licensed personnel and in accordance with all Applicable Law and LAUSD policies. LAUSD further acknowledges and agrees that all work it is obligated to perform pursuant to this Section 11.5 will be timely commenced and diligently prosecuted through completion.

11.6 Maintenance and Operations. Maintenance and Operations ("M&O") are broadly and generally defined as maintaining, repairing, and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner that promotes learning in a safe, clean, and healthy environment.

LAUSD shall solely be responsible for performing M&O on the Charter School Premises and the Charter School Shared Premises to maintain a good, safe and sanitary condition. Charter School shall not be responsible to perform any M&O services. LAUSD shall provide M&O services to the Charter School pursuant to LAUSD's M&O standards and policies and shall provide these services at a service level similar to that provided to LAUSD public schools. Costs of M&O services are included in the Pro Rata share (now called LAUSD Facilities costs) which are paid by the Charter and determined by calculating the actual square footage of the Charter School's Premises and the percentage of Charter school's usage of the campus Shared Premises. The **Pro Rata Share** rate (LAUSD Facilities costs) and calculation methodology for the upcoming

school year is attached hereto as Exhibit B. If the Charter School requests any additional facilities-related services that are above and beyond the service level provided to LAUSD public schools and which are not included in the M&O Pro-Rata Share (LAUSD Facilities costs) but have been agreed to be provided by LAUSD, costs of said services will be charged to the Charter School on a fee-for-service basis as set forth in Article 5 above. Fee-for-service charges shall be based upon rates that will be updated by LAUSD and circulated to the Charter School prior to July 31 and which shall be in effect through at least July 31 of the next year.

If and when the Charter School needs additional M&O services and these have been agreed to be provided by LAUSD, Charter may request said services from LAUSD's Maintenance and Operations Branch by telephone at 213-633-3745, along with an estimate for the requested services which will be delivered to Charter School within five (5) working days. To the extent a service is being delivered on a long-standing or continuous basis, it is understood and agreed by the Parties that such request for services must be renewed at the outset of each school year to be a validly enforceable obligation.

11.7 Pest Management. Notwithstanding anything provided in this Use Agreement, LAUSD shall provide the pest management for the District Premises in accordance with LAUSD's Integrated Pest Management Program policy upon written notice to Charter School of its intention to do so, the schedule upon which the pest management service will be provided and the estimated cost of such pest management service. Charter School shall pay the reasonable and customary fee or charge for said pest management service in accordance with Article 5 above.

ARTICLE 12. LIENS

12.1 Liens. Charter School shall not suffer or permit any liens to stand against the District Premises, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If as a result of work performed by or under the direction of the Charter School any such lien shall at any time be filed against the District Premises, the Charter School shall provide written notice thereof to the District as soon as notice of such lien or action comes to the knowledge of the Charter School. The Charter School shall cause the lien or action to be discharged of record within thirty (30) days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Agreement shall be construed as consent or agreement by LAUSD to subject its estate in the District Premises or any estate that may be construed in favor charter school under this agreement to liability under any mechanics' lien law or to any contractor or laborer for work performed.

12.2 Release of Liens. If any such liens are not so discharged within thirty (30) days after the date of the filing of the same, the District, without waiving its rights and remedies based on such breach by the Charter School whose dealings gave rise to the lien and without releasing the Charter School from any of its obligations, cause such liens to be released by any reasonable means, including payment in satisfaction of the claim giving rise to such lien. The Charter School shall pay to the District any sum paid by the District to remove such liens in accordance with section 5.2 above.

ARTICLE 13. ALLOCATION OF RISK

13.1 Indemnity. LAUSD and Charter School hereby agree and acknowledge that the relationship between LAUSD and Charter School is solely a landlord/Charter School type relationship and not a principal/agent relationship. Charter School and LAUSD are acting on their own behalf in operating from the District Premises any school thereon (or any other purpose(s) thereupon) and neither is operating as an agent of the other.

To the fullest extent permitted by law, Charter School and LAUSD shall indemnify, defend and protect each other and their affiliates, successors and assigns, and their officers, directors, shareholders, board members, other members, partners, agents and employees (sometimes referred to as the "Indemnified Party" or sometimes collectively referred to as the "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in Charter School's or LAUSD's use or occupancy of the District Premises, or (ii) in connection with Charter School's or LAUSD's operations at the District Premises, including without limiting the generality of the foregoing:

(a) any default by Charter School or LAUSD in the observance or performance of any of the terms, covenants or conditions of the Use Agreement;

(b) the use or occupancy of the District Premises by Charter School or LAUSD or any person claiming by, through or under Charter School or LAUSD, or their employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the District Premises either prior to, during, or after the expiration of the Term of the Use Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) any claim by a third party that Charter School or LAUSD is responsible for any actions by the other party in connection with any use or occupancy of the District Premises or in any way related to this Use Agreement.

Notwithstanding anything to the contrary set forth in this Section, the provisions of this Section 13.1 shall not apply to the extent that all or part of the Liabilities are due to the gross negligence or willful misconduct of the Indemnified Parties or due to the breach of the Indemnified Party's obligations under this Agreement. The provisions of this Section 13.1 shall survive the expiration or sooner termination of this Agreement.

Charter School or LAUSD shall, upon request by Indemnified Parties, undertake the defense of any Liabilities threatened or asserted against such Indemnified Parties on the following terms and conditions:

(a) The party requesting the benefits of this Section 13.1 shall deliver to the other party a written request for defense of a Liability. The receiving party shall have thirty (30) days after the date of the receipt of the request to determine whether the request for defense is appropriate and deliver either a written notice of assumption of defense or rejection of request ("Notice"). If the receiving party denies the request, the requesting party may defend such Liability and pursue any rights or remedies available at law for the rejection of the request.

(b) If the request for defense has been accepted, such defense shall be conducted by reputable attorneys retained by Charter School or LAUSD, as applicable, selected from a list approved by Charter School or LAUSD, as applicable, all at Charter School's or LAUSD's sole cost and expense. In the event the interests of Charter School or LAUSD and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Charter School or LAUSD, as applicable, shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(c) If Charter School or LAUSD fails to deliver the Notice or fails to choose counsel from the other party's approved list, Charter School or LAUSD shall conclusively be bound by and be liable for all liability suffered or incurred by such Indemnified Party, including without limitation, the amount of any judgment, settlement, compromise, fine or penalty, and all costs and fees of counsel incurred by such Indemnified Party in connection therewith, whether or not such Indemnified Party shall choose to undertake a defense in connection with such Liability.

(d) Charter School and LAUSD agree to promptly notify each other of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Charter School or LAUSD, or any of their directors, officers, agents or employees, in connection with the matters covered hereby.

ARTICLE 14. DAMAGE AND DESTRUCTION

14.1 Notice to LAUSD. Charter School shall provide written notice to LAUSD immediately of any casualty that wholly or partially damages or destroys the Charter School Premises or Charter School Shared Premises.

14.2 If there is damage or destruction, in whole or in part, to the Charter School Premises or Charter School Shared Premises:

(a) Unsafe Access or Use. If Charter School and LAUSD determine that all or substantially all of the Charter School Premises and/or Charter School Shared Premises are inaccessible or unusable by Charter School in a safe manner, then the parties may mutually agree to terminate this Use Agreement.

(b) Safe Access or Use. If Charter School and LAUSD determine that Charter School can safely continue its educational program from the Charter School Premises, Charter School may elect to continue the Use Agreement in effect; provided, that Charter School's Pro Rata Share Charge shall be adjusted proportionately for that portion of the Charter School Premises and/or Charter School Shared Premises that Charter School cannot and relinquishes use of.

(c) Upon mutual agreement between the parties, Charter School may elect to pay LAUSD for the full estimated cost and expense to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by LAUSD. If Charter School exercises such option, this Use Agreement shall continue in full force and effect but the Pro Rata Share

Charge and all other charges, expenses and fees shall be proportionately reduced as provided in Section 14.2(b).

(d) If this Use Agreement is terminated pursuant to this Section 14.2, LAUSD shall make best efforts to house Charter School's entire program that was conducted at the Charter School Premises in a single facility for the remainder of the Charter School's planned school year. If LAUSD cannot provide Charter School with a single facility, LAUSD shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's entire program that was conducted at the Charter School Premises across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the District Premises or at other District real property that LAUSD deems appropriate; provided, that pursuant to Section 47614(b)(1) of the Education Code nothing herein shall obligate LAUSD to expend unrestricted general fund revenues.

ARTICLE 15. EMINENT DOMAIN

15.1 Termination of Use Agreement. This Use Agreement shall terminate if all of the Charter Schools Premises or Charter Schools Shared Premises are permanently taken under the power of eminent domain. If only a part of the Charter Schools Premises or Charter Schools Shared Premises is permanently taken under the power of eminent domain, LAUSD or Charter School may elect to terminate this Use Agreement by providing sixty (60) days' written notice to the other party. In the event of a permanent partial taking which does not result in termination of this Use Agreement, the Pro Rata Share Charge shall be proportionately reduced based on the portion of the Charter Schools Premises or Charter Schools Shared Premises rendered unusable, and LAUSD shall restore the Charter Schools Premises or Charter Schools Shared Premises by constructing a demising wall deemed necessary by LAUSD to separate the Charter Schools Premises or Charter Schools Shared Premises from the portion permanently taken. In the event LAUSD terminates this Use Agreement pursuant to this Section, LAUSD shall make best efforts to house Charter School's entire program in a contiguous facility for the remainder of the Charter School's planned school year. If LAUSD cannot house the Charter School's entire program in a single contiguous facility, LAUSD shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's entire program across multiple facilities or by use of temporary modular classrooms.

15.2 Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the District Premises, LAUSD shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the District Premises. Nothing contained in this Article 15 shall be deemed to give LAUSD any interest in or to require Charter School to assign to LAUSD any separate award as designated by the condemning authority made to Charter School for (i) the taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's relocation expenses.

15.3 Temporary Taking. No temporary taking of the Charter Schools Premises or Charter Schools Shared Premises or any part of the Charter Schools Premises or Charter Schools Shared Premises and/or of Charter School's rights to the Charter Schools Premises or Charter

Schools Shared Premises or under this Use Agreement shall terminate this Use Agreement or give Charter School any right to any abatement of any payments owed to LAUSD pursuant to this Use Agreement, provided that such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any thirty (30) day period. Any award made by reason of such temporary taking shall belong entirely to LAUSD, except as to compensation for (i) the temporary taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's temporary relocation expenses.

ARTICLE 16. CHARTER SCHOOL'S DEFAULT; LAUSD'S REMEDIES

16.1 Charter School's Default. The occurrence of any one of the following events shall be considered a default of this Agreement by Charter School:

(a) The failure of Charter School to pay any charges or fees due and payable hereunder pursuant to the provisions of sections 4.4 or 5.2, as applicable, or otherwise provided herein; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and such ten (10) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(b) The failure of Charter School to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. LAUSD shall provide Charter School with written notice of default and Charter School shall have ten (10) business days to provide a response to LAUSD either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable by LAUSD within which Charter School will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by LAUSD to Charter School without prior written agreement by LAUSD. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(c) Charter School's abandonment of the Charter Schools Premises for a period of thirty (30) consecutive days, it being agreed that the fact that any of Charter School's property remains in the Charter Schools Premises shall not be evidence that Charter School has not vacated or abandoned the Charter Schools Premises; provided, however, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of the Charter Schools Premises;

(d) The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School of a petition to have Charter School adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Charter Schools Premises, or of Charter School's interest in this Agreement, where

possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Charter Schools Premises or of Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

(e) Any failure by Charter School to execute and deliver any statement or document described in Article 20 below within a reasonable period of time after LAUSD's written request for such statement or document. Any such notice shall be in lieu of and not in addition to any notice required under Code of Civil Procedure section 1161, and such thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(f) The assignment, subletting or other transfer of this Agreement in violation of Article 18.

(g) The cessation of the Charter School's program after a revocation, nonrenewal or surrender of the charter to the granting agency. However, the Charter School shall not be in default of this Use Agreement until after the Charter School has exhausted all appeals subsequent to the revocation or nonrenewal of its charter.

16.2 LAUSD's Remedies.

(a) In the event of any default by Charter School and if Charter School fails to cure such default within the time period specified in this Agreement after receipt of written notice from LAUSD of such default, LAUSD shall have the right, in addition to all other rights available to LAUSD under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing Charter School with a ninety (90) day prior written notice of termination. Upon termination, LAUSD may recover any damages proximately caused by Charter School's failure to perform under this Agreement, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by LAUSD in an effort to mitigate damages, as well as any other damages which LAUSD is entitled to recover under any statute now or later in effect.

(b) In accordance with Civil Code section 1951.4 (or any successor statute), Charter School acknowledges that in the event Charter School has breached this Agreement and abandoned the District Premises, this Agreement shall continue in effect for so long as LAUSD does not terminate Charter School's right to possession, and LAUSD may enforce all its rights and remedies under this Agreement, including the right to recover the Pro Rata Share Charge as it becomes due under this Agreement and the reasonable costs incurred to preserve the property. Acts of maintenance or preservation of the Charter Schools Premises or Charter School Shared Premise or the appointment of a receiver upon initiative of LAUSD to protect LAUSD's interest under this Agreement shall not constitute a termination of Charter School's right to possession. In addition to its other rights under this Agreement, LAUSD has the remedy described in Civil Code section 1951.4.

(c) In the event of any default by Charter School and if Charter School fails to cure such default within the time period specified in this Agreement after receipt of written notice from

LAUSD of such default, LAUSD shall also have the right, with or without terminating this Agreement, to enter the Charter School Premises or Charter School Shared Premises and remove all persons and personal property from the District Premises, such property being removed and stored in a public warehouse or elsewhere at Charter School's sole cost and expense. No removal by LAUSD of any persons or property in the District Premises shall constitute an election to terminate this Agreement. Such an election to terminate may only be made by LAUSD in writing, or decreed by a court of competent jurisdiction. LAUSD's right of entry shall include the right to remodel the Charter School Premises or Charter School Shared Premises and re-let the Charter School Premises or Charter School Shared Premises. Any payments made by Charter School or third party to whom the facilities are re-let shall be credited to the amounts owed by Charter School under this Agreement. No entry by LAUSD shall prevent LAUSD from later terminating this Agreement by written notice.

(d) If Charter School fails to perform any covenant or condition to be performed by Charter School within a the time period specified in this Agreement after Charter School received written notice of such failure from LAUSD, LAUSD may perform such covenant or condition at its option, after notice to Charter School. In the event of an Emergency, LAUSD has the right to perform such activity to mitigate the impact of the Emergency. All reasonable costs incurred by LAUSD in so performing shall be reimbursed to LAUSD by Charter School in accordance with section 5.2 hereof. Any performance by LAUSD of Charter School's obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses actually incurred by LAUSD in collecting payments due, or enforcing the obligations of Charter School under this Use Agreement shall be paid by Charter School to LAUSD in accordance with section 5.2 hereof.

(e) The rights and remedies of LAUSD set forth herein are not exclusive, and LAUSD may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

ARTICLE 17. LAUSD'S DEFAULT; CHARTER SCHOOL'S REMEDIES

17.1 LAUSD's Default. LAUSD shall be considered in default of this Agreement for failure by LAUSD to observe or perform any of its covenants or obligations hereunder which continue beyond the notice and cure period provided herein (except in the event of an emergency, in which case LAUSD shall perform its obligations immediately). Charter School shall provide LAUSD with written notice of default and LAUSD shall have ten (10) business days to provide a response to Charter School either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to Charter School within which LAUSD will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by Charter School without prior written agreement by Charter School.

17.2 Charter School's Remedies. If LAUSD fails to perform any covenant or condition to be performed by LAUSD within the time period specified in section 17.1 after LAUSD received written notice of such failure from Charter School, Charter School shall have the right to withhold payment as its remedy for LAUSD non-performance, as specified in Article 4 or Article 5 of this Agreement. In the event of an Emergency, Charter School has the right to perform such activity to mitigate the impact of the Emergency. All out-of-pocket, reasonable costs and expenses actually

incurred by Charter School as a result of LAUSD's failure to perform under this Use Agreement, in collecting payments due, or enforcing the obligations LAUSD under this Use Agreement shall be paid by LAUSD to Charter School within thirty (30) days of written demand therefor.

The rights and remedies of Charter School set forth herein are not exclusive, and Charter School may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

ARTICLE 18. ASSIGNMENT AND SUBLETTING

18.1 No Assignment or Subletting. Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Use Agreement or lease or sublet all or any part of the District Premises without LAUSD's prior written consent. LAUSD and Charter School acknowledge and agree that this Use Agreement is being entered into so that Charter School may operate a charter school. Charter School acknowledges and agrees that it has no right to assign or sublease this Use Agreement. Any purported transfer shall be void. No consent to transfer shall constitute a waiver of the provisions of this Article 18.

ARTICLE 19. HAZARDOUS MATERIALS

19.1 Compliance with Laws. Charter School shall comply with all applicable Environmental Laws relating to industrial hygiene and environmental conditions on, under or about the Charter School Premises and Charter School Shared Use Premises, including but not limited to, air, soil and ground water conditions. Charter School shall not use Hazardous Materials on, under or about the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws; provided, however, that Charter School may use normal and customary cleaning solutions and office supplies so long as the use of such solutions and supplies are in quantities and in a manner wholly consistent with all applicable Environmental Laws; and further provided that Charter School may use normal and customary chemicals for classroom use so long as the use of such chemicals are in quantities and in a manner wholly consistent with all applicable school standards and approved by LAUSD'S Office of Environmental Health and Safety (OEHS). Without limiting the generality of the foregoing, Charter School shall not transport, use, store, maintain, generate, manufacture, handle, dispose, Release or discharge any Hazardous Material upon or about the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws during the Term of the Use Agreement. In addition, Charter School shall be cognizant of activities that it conducts on the Charter School Premises and Charter School Shared Use Premises which may be considered to be a "project" under CEQA. Prior to engaging in any activity which may trigger CEQA compliance, Charter School shall notify LAUSD of the need for possible environmental review of such activity.

19.2 Notice. Charter School will promptly notify LAUSD in writing if Charter School has or acquires actual notice or knowledge that any Hazardous Material has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws. Charter School shall promptly provide copies to LAUSD of all written complaints, claims,

citations, demands, inquiries, reports or notices relating to the conditions of the Charter School Premises and Charter School Shared Use Premises or compliance with Environmental Laws. Charter School shall promptly supply LAUSD with copies of all written notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to Environmental Laws. To the extent Charter School has actual knowledge of the same, Charter School shall promptly notify LAUSD of any liens threatened or attached against the Charter School Premises and Charter School Shared Use Premises pursuant to any Environmental Laws.

19.3 Inspection. LAUSD and LAUSD's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by LAUSD, may (but without the obligation or duty to do so), at any time and from time to time, on not less than two (2) business days' written notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Charter School Premises and Charter School Shared Use Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Article 19, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as LAUSD and Charter School may agree. Charter School will comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763.

19.4 Indemnification. Except to the extent of LAUSD's and LAUSD Parties' negligence or willful misconduct, Charter School shall indemnify, defend (by counsel reasonably approved in writing by LAUSD), protect, save and hold harmless LAUSD and LAUSD Parties from and against any and all Claims arising from any breach of Charter School's covenants under this Article 19.

19.5 LAUSD Disclosures. To the best knowledge of LAUSD and unless identified in Exhibit C attached hereto and incorporated herein or otherwise disclosed to Charter School, the District Premises has not been used to treat, store, process, or dispose of Hazardous Materials, except for normal and customary cleaning solutions and office supplies in quantities and in a manner wholly consistent with all applicable Environmental Laws and normal and customary chemicals used in the course of LAUSD's programs, and to the best knowledge of LAUSD there are no releases nor have there ever been any releases of such Hazardous Materials at, on, about or under the District Premises which would give rise to a cleanup or remediation obligation under any applicable federal, state or local Environmental Laws or under common law. LAUSD discloses that it presumes many of the LAUSD school campuses have asbestos, including insulation or flooring, lead, and possibly other Hazardous Materials that were acceptable for use from the time of the construction of the District Premises to the present or undiscovered to date. Charter School should use the District Premises with such presumption in mind.

LAUSD hereby indemnifies, defends (by counsel reasonably approved in writing by Charter School), protects, saves and holds harmless Charter School from and against any and all loss, liability, damage, cost, expense or claim arising from (a) any breach of LAUSD's representations and warranties contained in this Use Agreement; or (b) any and all environmental

conditions caused by LAUSD or its contractors, agents, employees, invitees, or representatives, or any third parties.

ARTICLE 20. NOTICE

20.1 Notice. Except where otherwise indicated in this Agreement, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery), addressed as provided in Section 22.24, except as otherwise provided above. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above, or, if delivered on a business day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date forty-eight (48) hours following the date deposited in the United States mail, at the address provided herein, or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier. LAUSD and Charter School hereby agree that notices may be given hereunder by the Parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or Charter School's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article 20.

ARTICLE 21. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

21.1 Obligations of Charter School. This Agreement and the rights granted to Charter School by this Agreement are and shall be subject and subordinate at all times to all deeds of trust or mortgages now or later affecting or encumbering all or any part of the District Premises and/or any ground or underlying leasehold estate; provided, however, any such subordination shall be subject to the execution of a non-disturbance agreement reasonably acceptable to Charter School by LAUSD under the deed of trust or mortgage; and provided, further, however, that if LAUSD elects at any time to have Charter School's interest in this Agreement be or become superior, senior or prior to any such instrument, then upon receipt by Charter School of written notice of such election, Charter School shall immediately execute all necessary and reasonable subordination instruments or other reasonable documents confirming the subordination of such mortgage or deed of trust to this Agreement.

21.2 LAUSD's Right to Assign. LAUSD's interest in this Agreement may be assigned to any mortgagee or trust deed beneficiary as additional security. Nothing in this Agreement shall empower Charter School to do any act without LAUSD's prior consent which can, shall or may encumber the title of the owner of all or any part of the District Premises.

21.3 Attornment by Charter School. In the event of any foreclosure of any or all mortgages or deeds of trust encumbering the District Premises by trustee's sale, voluntary

agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, Charter School shall attorn to and recognize the beneficiary or purchaser at the foreclosure sale, as Charter School's landlord under this Agreement, and Charter School agrees to execute and deliver at any time upon request of such beneficiary, purchaser, or their successors, any instrument to further evidence such attornment. Charter School hereby waives its right, if any, to elect to terminate this Agreement or to surrender possession of the District Premises in the event of any such mortgage or deed of trust foreclosure.

21.4 Non-Disturbance. Notwithstanding any of the provisions of this Article to the contrary, in the event of the cancellation or termination of any or all other agreements affecting all or any part of the District Premises in accordance with its terms or by the surrender thereof, whether voluntary, involuntary or by operation of law, or by summary proceedings, or in the event of any foreclosure of any or all mortgages or deeds of trust encumbering the District Premises by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, Charter School shall be allowed to occupy the District Premises and this Agreement shall remain in effect, subject to the terms of this Agreement.

ARTICLE 22. MISCELLANEOUS

22.1 Dispute Resolution. Notwithstanding anything in this Agreement to the contrary, disputes between Charter School and the District regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement, Proposition 39, or State Regulations shall be resolved using the dispute resolution process identified below.

The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party (the designated representatives must be an employees(s) of Charter School or the District); (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute the representatives from Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within ten (10) business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service ("SMCS") is unable or refuses to provide a mediator the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than

through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and Charter School.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

22.2 Merger. The voluntary or other surrender of this Agreement by Charter School, or a mutual cancellation of this Agreement, shall not work a merger, and shall, at the option of LAUSD, terminate all or any existing subleases or subtenancies, or may, at the option of LAUSD, operate as an assignment to it of Charter School's interest in any or all such subleases or subtenancies.

22.3 Relationship. The relationship between LAUSD and Charter School is not and shall not be deemed or construed either as a partnership or as a joint venture.

22.4 Quiet Enjoyment. Provided Charter School has performed all of the terms, covenants, agreements and conditions of this Agreement, including the payment of all other sums due hereunder, Charter School shall peaceably and quietly hold and enjoy the District Premises for the Term hereof, but subject to the provisions and conditions of this Agreement, against LAUSD and all persons claiming by, through or under LAUSD. Charter School's right to use the District Premises as herein provided shall be subject to restrictions or other limitations or prohibitions resulting from any Applicable Law now in force or which may hereafter be in force.

22.5 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22.6 Captions. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

22.7 Amendment. No amendment or modification to this Agreement shall be effective for any purpose unless in writing signed by LAUSD and Charter School indicating an intent to modify this Use Agreement.

22.8 Choice of Law. This Agreement shall be governed by the laws of the State of California.

22.9 Interpretation. This Agreement shall be deemed to be jointly prepared by both Parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the Parties.

22.10 Attorneys' Fees. In the event either party should commence an action against the other to enforce any obligation set forth herein, the unsuccessful party shall pay to the prevailing party its costs of litigation or arbitration, including reasonable attorneys' fees, whether or not the suit is brought to judgment or conclusion in arbitration.

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

22.12 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an instrument in writing signed by both Parties.

22.13 Successors and Assigns. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective Parties hereto; provided, however, that the terms of this Agreement shall be binding, without exception or limitation, against any school district(s) or similar governmental agency that may be created as a subset of or successor to LAUSD as owner of the District Premises or as chartering agency with respect to the Charter Petition, as it may be extended or amended from time to time.

22.14 Time Is of the Essence. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement.

22.15 Gender. As used herein, the neuter gender includes the feminine and the masculine, the masculine includes the feminine and the neuter, and the feminine includes the masculine and the neuter; and each includes corporation, partnership or other legal entity when the context so requires.

22.16 Waiver. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of LAUSD to insist upon the performance by Charter School in strict accordance with said terms. Nothing in this Agreement shall be deemed a waiver of the Charter School's right to challenge the District's compliance or lack thereof with its obligations under Proposition 39 or the Implementing Regulations.

22.17 Cumulative Remedies. No remedy herein shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy

given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient.

22.18 Force Majeure. Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its right under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing party.

22.19 Incorporation. The terms and conditions of all Exhibits hereto are incorporated herein by this reference.

22.20 Sale. LAUSD shall have the right at any time and from time to time during the Term hereof to sell, encumber or assign all or any portion of its fee interest, if any, in the property; subject, however, to the leasehold estate of Charter School created by this Agreement.

22.21 Reasonableness. Unless this Agreement provides for a contrary standard, whenever in this Agreement the consent or approval of LAUSD or Charter School is required, such consent or approval shall not be unreasonably withheld or delayed; and unless a contrary standard or right is set forth in this Agreement, whenever LAUSD or Charter School is granted a right to take action, exercise discretion, or make an allocation, judgment or other determination, LAUSD or Charter School shall act reasonably and in good faith and take no action which may result in the frustration of the reasonable expectations of a sophisticated Charter School and a sophisticated landlord concerning the benefits to be enjoyed under this Agreement.

22.22 Authorization to Sign Agreement. If Charter School is a corporation, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with a duly adopted resolution of Charter School's Board of Directors, and that this Agreement is binding upon Charter School in accordance with its terms. If Charter School is a partnership or trust, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with the terms of such entity's partnership agreement or trust agreement, respectively, and that this Agreement is binding upon Charter School in accordance with its terms, and Charter School shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request such certificates or written assurances from the partnership or trust as LAUSD may request authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and this Agreement is binding upon LAUSD in accordance with its terms.

22.23 Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Charter School shall be deemed to be both covenants and conditions.

22.24 Addresses for Notices. All notices, demands, disclosures, acknowledgments, consents, approvals, statements, requests, responses, and invoices to be given under this Agreement will, unless otherwise indicated herein, be in writing, and will be effective upon receipt and addressed to the address for each respective party as set forth in the Fundamental Provisions.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

PROPERTY OWNER:

LOS ANGELES UNIFIED SCHOOL DISTRICT

Date: _____

By: _____

Name: _____

Title: _____

CHARTER SCHOOL:

Alta Public Schools

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Prepa Tec Los Angeles High

**EXHIBIT A
SHARED USE AGREEMENT**

CONTACT INFORMATION

Charter School: Prepa Tec Los Angeles High

On-site Principal or Lead Administrator

Name: _____ E-mail: _____

Office Phone: _____ Cell Phone: _____

1. On-site Assistant Principal or Administrator Next In Charge

Name: _____ E-mail: _____

Office Phone: _____ Cell Phone: _____

2. On-site Contact for Health Emergencies

Name: _____ E-mail: _____

Office Phone: _____ Cell Phone: _____

LAUSD School: Huntington Park High School

On-site Principal or Lead Administrator

¹⁰³⁹⁹
Name: _____ E-mail: _____

Office Phone: _____ Cell Phone: _____

1. On-site Assistant Principal or Administrator Next In Charge

Name: _____ E-mail: _____

Office Phone: _____ Cell Phone: _____

2. On-site Contact for Health Emergencies

Name: _____ E-mail: _____

Office Phone: _____ Cell Phone: _____

CALENDAR

CHARTER – PLEASE ATTACH A COPY OF YOUR CALENDAR FOR THE ENTIRE SCHOOL YEAR 2017-2018

First Day of Instruction: _____

Last Day of Instruction: _____

Prepa Tec Los Angeles High

**EXHIBIT A
SHARED USE AGREEMENT**

LAUSD

First Day of Instruction: _____

Last Day of Instruction: _____

SCHOOL HOURS

Charter

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

LAUSD

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

HOLIDAY/BREAK SCHEDULE – Please see attached 2017-2018 Calendar

Charter: _____

LAUSD: _____

ACCESS

Charter will instruct its employees and students to utilize the following gate for entry and exit to the campus:

Charter will instruct its visitors to utilize:

() The gate identified above for entry and exit to the campus and Charter will be responsible to monitor the gate to control access.

() The front gate to the campus used by the District school and the Charter will comply with LAUSD visitor policy. Charter shall have a charter employee escort the visitor to and from the Charter area.

Charter School may elect to utilize the parking lot, up to Charter School’s Maximum Allocation percentage identified in Exhibit B. Charter School’s usage is subject to Exhibit C (Disclosures). Specific arrangements, such as locations of parking areas and spaces, should be mutually agreed upon following discussions between the Charter and LAUSD School administrators and/or Local District Representatives.

Prepa Tec Los Angeles High

**EXHIBIT A
 SHARED USE AGREEMENT**

EXCLUSIVE SPACE

Charter will occupy the following areas exclusively:

Classroom Numbers: 11, 31, 32, 33, 34, 35 (Office), 36, 37, 38 (Special ED)

Total Number of Teaching Stations: 7

Auxiliary Areas As Listed: _____

SHARED SPACE

Restrooms: All restrooms will be shared as needed

Charter use of shared space is agreed-upon as follows:

Area	Max. Daily Allocation to Charter School ¹	Daily/Weekly Charter School Schedule
Auditorium	55 min.	8:00am – 8:55am
Computer Labs (2)	55 min.	8:00am – 8:55am
Library	55 min.	8:00am – 8:55am
Faculty Lounge / Dining Rooms	55 min.	8:00am – 8:55am
College Career Center	55 min.	8:00am – 8:55am
Band / Music Rooms (2)	55 min.	8:00am – 8:55am
Gymnasium	55 min.	8:00am – 8:55am
Boy's & Girls Locker Rooms	55 min.	8:00am – 8:55am
Student Dining Area	55 min.	8:00am – 8:55am
Softball Field	55 min.	8:00am – 8:55am
Outdoor Lunch Shelter	55 min.	8:00am – 8:55am
Football Field	55 min.	8:00am – 8:55am

Prepa Tec Los Angeles High

Area	Max. Daily Allocation to Charter School ¹	Daily/Weekly Charter School Schedule
Football Stadium	55 min.	8:00am – 8:55am
Running Track	55 min.	8:00am – 8:55am
Tennis Courts	55 min.	8:00am – 8:55am
Outdoor volleyball	55 min.	8:00am – 8:55am
Quad	55 min.	8:00am – 8:55am
Garden / Agriculture	55 min.	8:00am – 8:55am
Science Labs (8) ₂	55 min.	N/A (See Exclusive space above. Use of hazardous chemicals in the science labs is subject to the conditions of use per Exhibit C.)

- 1) Proposition 39 regulations require shared space to be shared proportionately with the Charter. The percentage for Charter School use is calculated based on the ratio of total Charter School exclusive use teaching stations vs. total LAUSD school exclusive use teaching stations. The particular shared use spaces available and Charter School's maximum use rights are listed above. To the extent that shared use standard or small classroom spaces not identified above exist at the offered school site and have not been eliminated to provide exclusive use teaching station space to Charter School, Charter School is entitled to shared use of these spaces up to Charter School's Maximum Allocation identified herein. Charter School's resulting pro rata share obligation may be subject to modification following negotiations and confirmation of shared use space allocations and schedules between the Charter School and District School administrators.
- 2) The exact number of science labs, and Charter School's resulting pro rata share obligation, may be subject to modification following negotiations and confirmation of shared use space allocations and schedules between the Charter School and District School administrators.

Prepa Tec Los Angeles High

**EXHIBIT A
SHARED USE AGREEMENT**

Calendars for the Shared Use Areas shall be available to both schools and located at:

Charter School Principal and/or his/her designee shall meet with the District Principal and/or his/her designee every _____ at _____ in order to discuss upcoming events and/or any other issues that may arise.

Executed at _____ on the _____ day of _____, 20____.

Authorized Charter School Representative

LAUSD Principal

Exhibit B
LAUSD Facilities Cost Worksheet for 2017-2018 School Year

NOTES*	DESCRIPTION	TOTAL COSTS	COST PER SQUARE FOOT	TOTAL COST PER CATEGORY
(1)	Debt Service- interest and principal on COPS	\$33,717,947.92	\$0.46	\$0.46
	Maintenance & Operations			\$6.27
(1) (2)	Air Filter Tech and Building Engineering	\$3,910,124.00	\$0.05	
(1) (2)	Pest Management	\$2,757,077.00	\$0.04	
(1) (2)	Custodial (Buildings)	\$140,021,204.00	\$1.93	
(1) (4)	Rubbish Removal	\$6,547,776.00	\$0.09	
(1) (2)	Routine Repairs General Maintenance (RRGM)	\$179,238,216.00	\$2.47	
(1) (3)	Utilities (Electricity, Water, Gas)	\$122,309,479.00	\$1.69	
	Safe and Comfortable			
(1) (4)	School Police Services	\$63,978,571.00	\$0.88	\$0.88
(1) (4)	Office of Environmental Health & Safety (OEHS)	\$7,004,766.00	\$0.10	\$0.10
(1) (4)	Information Technology Division	\$23,197,869.00	\$0.32	\$0.32
(5)	Deferred Maintenance	\$0.00	\$0.00	\$0.00
(1) (4) (6)	Insurance	\$11,833,071.00	\$0.16	\$0.16
	Grounds Costs			\$0.14
(1) (7)	Gardening Services	\$9,445,617.00	\$0.04	
(1) (7)	Landscaping/Tree Trimming	\$3,003,920.00	\$0.01	
(1) (7)	Custodial (Grounds)	\$20,003,029.00	\$0.09	
			GRAND TOTAL	\$8.33
LEGEND	Total K-12 building square footage and direct support space		72,531,053	
	Footprint for K-12 buildings and direct support space		47,729,844	
	Total District building square footage		77,908,786	
	Total Grounds square footage		279,366,833	
	Net grounds square footage		231,636,989	

***NOTES:**

(1) Calculation of facilities costs based upon actual 2015-16 school year expenses

(2) Total K-12 building square footage and direct support space

(3) Total building square footage and direct support space

(4) Rubbish removal, school police, OEHS (costs for annual safety inspections, CEQA and traffic studies), ITD and insurance costs calculated as % of total District building square footage

(5) Deferred Maintenance was paid for by bond funds during 2015-16 school year

(6) District's premiums for excess liability, property coverage, Boiler & Machinery, and Property Floater

(7) Net grounds square footage = Total grounds square footage less footprint for K-12 buildings and direct support space

(8) In accordance with California Code of Regulations, title 5, section 11969.9, subdivision (f), the costs identified herein and the total facilities cost per square foot are projections and are subject to change based on confirmation of the actual 2015-16 school year expenses and the total square footage of space.

California Department of Education Letters of Concern Attachment 9
 and Prepa Tec Los Angeles High Responses Page 51 of 129

Exhibit B
 2017-18 SY Facilities Costs
 Pro Rata Share Calculations

LAUSD Campus: HUNTINGTON PARK SH

Charter School: Prepa Tec Los Angeles High

M =	Total Number of Charter Teaching Stations	7
N =	Total Number of LAUSD Teaching Stations	49
O =	Total Number of Charter Administrative Offices	2

% of Shared Use Space = $\frac{\text{Total \# of Charter Teaching Stations (M)}}{\text{Total \# of All Teaching Stations (M + N)}}$

% = 0.13

Exclusive Space Square Footage

Total Charter School Exclusive Use Square Footage of
 9,115 Teaching Stations and Administrative Offices = A

Pro Rata Share Calculations¹

- A = 9,115 A = Charter School Exclusive Use Square Footage of Teaching Stations and Administrative Offices
- B = 10,316 B = Total Charter School Shared Use Space Square Footage Obligation (See Attached Shared Use Space Calculation Worksheet)
- C = \$8.33 C = 2017-2018 Facilities Costs per Square Foot
- X = A * C \$75,928.62 X = Charter School Exclusive Use Pro Rata Share Amount
- Y = B * C \$85,935.41 Y = Charter School Shared Use Pro Rata Share Amount
- Z = X + Y \$161,864.03 Z = TOTAL PRO RATA SHARE CHARGE DUE ANNUALLY FROM CHARTER SCHOOL

Exhibit B
2017-18 SY Facilities Costs
Pro Rata Share Calculations

NOTE: The "Total Number of Charter Administrative Offices" (Item "O") identified in this Exhibit B includes spaces for Charter School's documented special education needs.

**EXHIBIT C
LAUSD DISCLOSURES**

1. Beyond the Bell. LAUSD discloses that the District Premises are used by Beyond the Bell to provide enrichment programs and these enrichment programs may occur in those portions of the District Premises that are not designated for the exclusive use of LAUSD and Charter School. These Beyond the Bell enrichment programs will have priority use of those portions of the District Premises that are not designated for the exclusive use of either party.

Current programs, if any, are attached hereto as Attachment C-1.

2. Civic Center Permits. LAUSD discloses that in accordance with the Civic Center Act, Ed. Code section 38130 et seq. and its Board Rule, the District Premises are used by the community and general public through civic center permits. If Charter School wants to use the District Premises (excluding those portions designated for the exclusive use of either party) after school hours, Charter School shall notify the appropriate regional office of Beyond the Bell of its proposed use and Beyond the Bell will determine if the Charter School's proposed use will conflict with any issued civic center permits. If there will be a conflict with any issued civic center permits, Beyond the Bell will determine if the civic center permit can be cancelled to accommodate the Charter School's use. Beyond the Bell shall not be required to cancel a civic center permit if the civic center permit holder would receive less than ten (10) business days written notice of cancellation. Prior to issuing a new civic center permit, Beyond the Bell shall notify Charter School of the requested use and Charter School shall have the opportunity to notify LAUSD of any scheduled use that may conflict with the request.

The civic center permits currently issued, if any, are attached hereto as Attachment C-2.

3. Lease; License. LAUSD discloses that the District Premises have been used in the past and continue to be used by third-parties through the issuance of leases or licenses. Any use of the District Premises shall be subject to the leases and licenses existing as of the Effective Date of this Agreement and/or those leases and/or licenses that LAUSD may issue in the future; provided, that prior to issuing a new lease or license, LAUSD shall notify Charter School of the requested use and Charter School shall have the opportunity to notify LAUSD of any scheduled use that may conflict with the request.

The leases, licenses or joint use agreements currently issued, if any, are attached hereto as Attachment C-3.

4. Lockdowns. LAUSD discloses that a number of events may occur on the District Premises or in the neighborhood surrounding the District Premises that may require the District Premises to go into "lockdown" status, which means all students are secured in buildings until emergency personnel have authorized the release of the students and movement on the District Premises. It is recommended that Charter School maintain those supplies it deems appropriate for a lockdown. LAUSD shall not be liable to Charter School or its students for any costs, expenses or damages arising from any lockdown of the District Premises.

5. Emergency Supplies. It is recommended that Charter School, at its sole cost and expense, maintain water, food, toilet paper, and other supplies that it deems appropriate for its students in the event an emergency occurs. LAUSD shall not provide Charter School with any emergency supplies and Charter School agrees that LAUSD shall not be liable for any costs, expenses, damages or claims arising from emergency supplies or the lack thereof.

6. Emergency Shelter or Location. LAUSD discloses that each of its schools may be used as an emergency shelter, meeting place, command center, etc. in the event of an emergency declared by any Federal, State, county or city agency with such powers ("emergency location"). This means that notwithstanding any provision of this Agreement, if an emergency has been declared and the District Premises deemed needed, Charter School may be denied access to and use of the District Premises in order for the District Premises to be used for such things as, but not limited to, a command center of operations, providing shelter to displaced people, storage of equipment, supplies, and goods, or temporary morgue. LAUSD shall not be liable to Charter School or its students for any costs, expenses or damages arising from Charter School's inability to access and/or use the District Premises in the event of an emergency or damage, destruction or theft of Charter School's property at the District Premises. Charter School may pursue against the agency occupying the District Premises as an emergency location any remedies for any damage, destruction or theft of Charter School's property at the District Premises arising from the use of the District Premises as an emergency location.

7. Hazardous Materials. All available data and reference sources utilizing geographic information and related mapping software application programs were utilized to identify known hazardous material/environmental conditions on or beneath the identified school site. Based upon staff's review, no known conditions were identified. In addition, a review of the Los Angeles Unified School District, Office of Environmental Health and Safety database entitled Industrial Facilities Near LAUSD Schools identified four (4) facilities whose normal operations may present a risk of explosion, or may potentially expose school occupants to hazardous air emissions.

8. Joint Use Agreements. None.

9. Average Daily Attendance Disclosures. The facilities allocated by the District to Charter School pursuant to this Agreement are based on the in-district classroom Average Daily Attendance assumptions identified by the District. If Charter School's actual in-district classroom Average Daily Attendance at the School Site exceeds those in-district classroom Average Daily Attendance assumptions, the District discloses that it may assess a fee to Charter School for facilities related services due to resulting increased impacts and costs incurred by the District for the School Site. The fee will be treated as "Fee-For-Services Charges" and be payable by Charter School to the District pursuant to the provisions in Article 5.1 of this Agreement. The fee will be determined based on the District's out-of-pocket costs for additional facilities related services, including, but not limited to, supplies, air filter tech and building engineering, pest management, building custodial (staff and/or services provided, including supervision and other administrative costs), rubbish removal, routine repairs and general maintenance, utilities, school police services, Office of Environmental Health & Safety, insurance, and ground costs (including gardening services, landscaping/tree trimming, and custodial). For purposes of determining whether a fee is applicable under this disclosure, Charter School's actual in-district classroom Average Daily

Attendance will be determined using the report submitted pursuant to section 11969.9(l) in conjunction with the first principal apportionment under Education Code section 41601. Nothing in this disclosure shall be interpreted to constitute a waiver by the District for any violations of Charter School's charter related to its actual enrollment.

10. Other Disclosures. The District discloses that it has received State of California facilities funding to modernize the School and the District is obligated to maintain the School in good repair. As part of this grant funding, the State of California has the right to access all of the facilities of the School Site, including the Charter School's Exclusive Use Space and Shared Space, to audit and inspect the School for grant compliance. The District discloses that it has received State of California facilities funding and may receive additional state funds to modernize the School, and/or other sources of grant funding, and the District is obligated to maintain the School in good repair and to meet the standards of California Code of Regulations, Title 5, et seq. and Education Code 17251 (c) and (d). Accordingly, the State of California and/or others have the right to access all of the facilities of the School Site, including the Charter School's Exclusive Use Space and Shared Space, to audit and inspect the School for grant compliance. FEMA; QZAB

11. Shared Use of Storage, Nursing Station and Parking Lot. Charter School may share usage of storage, nursing station, and parking lot with the District School, each up to Charter School's Maximum Allocation percentage identified in Exhibit B (Facilities Costs). Charter School's shared usage of these facilities is subject to Exhibit C (Disclosures). Based on the shared use square footage / percentage of storage and nursing station by Charter School, the Pro Rata Share Charge (Exhibit B) will be increased to reflect this adjustment

12. Data Connectivity / Internet Service: The District Premises are wired for telephone and computer data connectivity. Based on a variety of factors, including, but not limited to, site-specific network and data connectivity configurations at each District school site, Charter School's current occupancy and usage of the District Premises, and Charter School's forthcoming March 1 written response to the District's preliminary proposal pursuant to 5 CCR section 11969.9(g), the District discloses that conditions pertaining to Charter School's use of the District Premises include finalizing details prior to the commencement of the Term of this Agreement related to data connectivity and internet service made available to Charter School, Charter School's responsibility for payment of costs for data and services provided, terms and conditions of use, work related to physical/logical network separation between Charter School and District-operated programs, and potential separate agreements between Charter School, the District and/or third-party internet service providers.

13. Science Lab(s). The District places the following conditions on Charter School's shared use of science laboratory classroom spaces:

- Charter School may only use science laboratory classroom space based on time that accounts for a full educational period based on the District school's schedule at the proposed site;

- Should Charter School's shared use of the science laboratory classroom space require the District to dislocate District students who would otherwise attend class in that science laboratory classroom space for a particular educational period, and no other teaching stations are available at the proposed site to accommodate the displaced District students for that educational period, the District school will serve its own students in Charter School's exclusive use teaching station space during that educational period. In such circumstances, Charter School's exclusive use teaching space allocation will not be reduced, but Charter School may not take any measures to prevent the District school from serving its own students in such space. Such measures include, but are not limited to, setting an alarm system and/or placing locks on the door of the exclusive use teaching station;
- Due to security concerns, Charter School may only use the shared science laboratory classroom space during such days and times that the District school on the proposed site is open, operational and providing instruction to District K-12 students.
- Please be advised that, while Science laboratory classroom spaces provided for shared use by Charter School will be contiguous within the meaning of California Code of Regulations, title 5, section 11969.2, subdivision (b), they might not be located in the same cluster of exclusive use teaching stations provided to Charter School at the proposed site.
- The District's Office of Environmental Health and Safety ("OEHS") has developed and implemented a Chemical Hygiene Plan ("CHP") to minimize employee and student exposure to hazardous chemicals in schools with science laboratories. A qualified Chemical Safety Coordinator ("CSC") is appointed at each location with a chemical laboratory to implement the CHP. In order to use the science laboratory classrooms, Charter School must comply with the CHP, including but not limited to, designating and maintaining a trained member of its professional staff as its CSC and who will be responsible for participating in chemical safety training, participating in hazard communication training, and reviewing the Science Safety Handbook for California Public Schools. Duties of Charter School's CSC will include training Charter School's employees on chemical safety, ensuring that safe laboratory procedures are adhered to, maintaining reference materials including Material Safety Data Sheets, inspecting and maintaining safe chemical storage rooms, completing chemical inventories, providing oversight for packaging and removal of hazardous waste, and collaborating with the District school's CSC on all related issues. Charter School will be bound by all District and OEHS health and safety requirements, including by not limited to "Reference Guide 1563.2 – Chemical Safety Coordinators" (copy available at <http://www.lausd-oehs.org/docs/ReferenceGuides/REF-1563.2.pdf>) when using science laboratory classrooms. Only chemicals approved by the State of California and OEHS may be used in District school laboratory classrooms. These chemicals are designated as "LAUSD-Approved Laboratory Chemicals."

- Charter School must confirm that its insurance policies cover Charter School's use of District science laboratory classroom space.

14. Conference Rooms. Should the District Premises have conference rooms and/or other private meeting spaces and should Charter School desire use of such spaces, Charter School will be provided shared use of these spaces in proportion to Charter School's maximum shared use entitlement, as identified in the Shared Use Agreement attached as Exhibit "A" to the Use Agreement. Charter School's pro-rata share charge will be adjusted to include Charter School's proportionate share of conference rooms and/or other private meeting spaces.

15. Shared-Use Schedules. Shared-use schedules are to be negotiated between the District principal and co-located Charter School principal in good faith. The District discloses that certain changes to the District school's schedule, including but not limited to changes to the lunch and recess schedule or changes to the length of time for recess and lunch, may require approval of the District school's Local School Leadership Council prior to the implementation of such change.

ATTACHMENT C-1

Huntington Park Senior High School

BEFORE AND AFTER SCHOOL PROGRAMS: Woodcraft Rangers

Through the After School Education and Safety (ASES) and 21st Century Community Learning Center grants (21stCCLC), Beyond the Bell and over 30 partnering community-based organizations continue to implement comprehensive before and after school programs beginning 1.5-2 hours before the school day and/or from school dismissal until 6:00 pm daily. Comprehensive after school programs must operate at a 20:1 student/instructor ratio and must include three components per day-- academic, enrichment, and recreation.

Academic Assistance (literacy, math and homework assistance) is offered the first hour of the program on days when Extended Learning Activities are being offered. CAHSEE Prep, homework assistance, tutoring, mentoring programs, reading/math/science/social science activities, and credit reclamation. These grant funded comprehensive school programs continue to serve approximately 69,000 K-8 students and 7,000 high school students daily.

ATTACHMENT C-2

California Department of Education Letters of Concern Attachment 9
and Prepa Tec Los Angeles High Responses Page 62 of 129

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15:46:41 18 Jan 2017      LOS ANGELES UNIFIED SCHOOL DISTRICT      PAGE      2
** Huntngtn Pk SH **      SCHOOL FACILITIES RESERVATION TERMINAL INQUIRY
                           FROM 01-01-16 TO 12-31-16
DATE.... PERMIT ORG# ORGANIZATION..... BEG-TIME END-TIME FACILITY.....
06-12-16 R8266 3161 UNION LATINA YOUTH S 08:00AM 04:00PM SOCCER FIELD
06-13-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-14-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-15-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-15-16 R8649 11452HUNTINGTON PARK BASK 06:00PM 09:00PM LARGE GYMNASIUM
06-16-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-17-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-19-16 R8266 3161 UNION LATINA YOUTH S 08:00AM 04:00PM SOCCER FIELD
06-20-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-21-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-22-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-22-16 R8649 11452HUNTINGTON PARK BASK 06:00PM 09:00PM LARGE GYMNASIUM
06-23-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-24-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-26-16 R8266 3161 UNION LATINA YOUTH S 08:00AM 04:00PM SOCCER FIELD
06-27-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-28-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-29-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
06-29-16 R8649 11452HUNTINGTON PARK BASK 06:00PM 09:00PM LARGE GYMNASIUM
06-30-16 R8646 11452HUNTINGTON PARK BASK 03:00PM 06:00PM LARGE GYMNASIUM
07-01-16 R9185 11484"OUT OF SEASON" SPAR 03:00PM 05:00PM 1 SOFTBALL DIAMOND
07-01-16 R9353 3711 SPARTAN BASKETBALL 03:00PM 06:00PM LARGE GYMNASIUM
07-04-16 R9353 3711 SPARTAN BASKETBALL 03:00PM 06:00PM LARGE GYMNASIUM
07-05-16 R9185 11484"OUT OF SEASON" SPAR 03:00PM 05:00PM 1 SOFTBALL DIAMOND
07-05-16 R9353 3711 SPARTAN BASKETBALL 03:00PM 06:00PM LARGE GYMNASIUM
07-06-16 R9185 11484"OUT OF SEASON" SPAR 03:00PM 05:00PM 1 SOFTBALL DIAMOND
07-06-16 R9353 3711 SPARTAN BASKETBALL 03:00PM 06:00PM LARGE GYMNASIUM
07-06-16 R9355 3711 SPARTAN BASKETBALL 06:00PM 09:00PM LARGE GYMNASIUM
07-06-16 R9368 9405 OUT-OF-SEASON HUNTIN 08:00AM 11:00AM LARGE GYMNASIUM
                                     TRACK
07-07-16 R9185 11484"OUT OF SEASON" SPAR 03:00PM 05:00PM 1 SOFTBALL DIAMOND
07-07-16 R9353 3711 SPARTAN BASKETBALL 03:00PM 06:00PM LARGE GYMNASIUM
07-07-16 R9355 3711 SPARTAN BASKETBALL 06:00PM 09:00PM LARGE GYMNASIUM
07-07-16 R9368 9405 OUT-OF-SEASON HUNTIN 08:00AM 11:00AM LARGE GYMNASIUM
                                     TRACK
07-08-16 R9185 11484"OUT OF SEASON" SPAR 03:00PM 05:00PM 1 SOFTBALL DIAMOND
07-08-16 R9353 3711 SPARTAN BASKETBALL 03:00PM 06:00PM LARGE GYMNASIUM
07-08-16 R9355 3711 SPARTAN BASKETBALL 06:00PM 09:00PM LARGE GYMNASIUM
07-08-16 R9368 9405 OUT-OF-SEASON HUNTIN 08:00AM 11:00AM LARGE GYMNASIUM
                                     TRACK
07-09-16 R9355 3711 SPARTAN BASKETBALL 10:00AM 06:00PM LARGE GYMNASIUM
07-10-16 R9039 11441UNION LATINA SOCCER 08:00AM 04:00PM SOCCER FIELD
07-11-16 R9185 11484"OUT OF SEASON" SPAR 03:00PM 05:00PM 1 SOFTBALL DIAMOND
07-11-16 R9353 3711 SPARTAN BASKETBALL 03:00PM 06:00PM LARGE GYMNASIUM
07-11-16 R9368 9405 OUT-OF-SEASON HUNTIN 08:00AM 11:00AM LARGE GYMNASIUM
                                     TRACK
07-12-16 R9185 11484"OUT OF SEASON" SPAR 03:00PM 05:00PM 1 SOFTBALL DIAMOND
07-12-16 R9353 3711 SPARTAN BASKETBALL 03:00PM 06:00PM LARGE GYMNASIUM
07-12-16 R9368 9405 OUT-OF-SEASON HUNTIN 08:00AM 11:00AM LARGE GYMNASIUM
                                     TRACK
07-13-16 R9185 11484"OUT OF SEASON" SPAR 03:00PM 05:00PM 1 SOFTBALL DIAMOND
07-13-16 R9353 3711 SPARTAN BASKETBALL 03:00PM 06:00PM LARGE GYMNASIUM
07-13-16 R9355 3711 SPARTAN BASKETBALL 06:00PM 09:00PM LARGE GYMNASIUM
07-13-16 R9368 9405 OUT-OF-SEASON HUNTIN 08:00AM 11:00AM LARGE GYMNASIUM
                                     TRACK

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** Huntngtn Pk SH ** SCHOOL FACILITIES RESERVATION TERMINAL INQUIRY
FROM 01-01-16 TO 12-31-16

DATE....	PERMIT	ORG#	ORGANIZATION.....	BEG-TIME	END-TIME	FACILITY.....
07-14-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-14-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-14-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
						TRACK
07-14-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-15-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-15-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-15-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
						TRACK
07-15-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-17-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
07-18-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-18-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-18-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
						TRACK
07-18-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-19-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-19-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-19-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
						TRACK
07-19-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-20-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-20-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-20-16	R9355	3711	SPARTAN BASKETBALL	06:00PM	09:00PM	LARGE GYMNASIUM
07-20-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
						TRACK
07-20-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-21-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-21-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-21-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
						TRACK
07-21-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-22-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-22-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-22-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
						TRACK
07-22-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-24-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
07-25-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-25-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-25-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
						TRACK
07-25-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-25-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
07-26-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-26-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-26-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
						TRACK
07-26-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-26-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
07-27-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-27-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-27-16	R9355	3711	SPARTAN BASKETBALL	06:00PM	09:00PM	LARGE GYMNASIUM
07-27-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
						TRACK

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 ** Huntngtn Pk SH ** SCHOOL FACILITIES RESERVATION TERMINAL INQUIRY
 FROM 01-01-16 TO 12-31-16

DATE....	PERMIT	ORG#	ORGANIZATION.....	BEG-TIME	END-TIME	FACILITY.....
07-27-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-27-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
07-28-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-28-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-28-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
TRACK						
07-28-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-28-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
07-29-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
07-29-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
07-29-16	R9368	9405	OUT-OF-SEASON HUNTIN	08:00AM	11:00AM	LARGE GYMNASIUM
TRACK						
07-29-16	R9452	10618	OUT OF SEASON HPHS 7	03:00PM	06:00PM	FOOTBALL FIELD
07-29-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
07-31-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
08-01-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-01-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
08-01-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
08-01-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-02-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-02-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
08-02-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
08-02-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-03-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-03-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
08-03-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
08-03-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-04-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-04-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
08-04-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
08-04-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-05-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-05-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
08-05-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
08-05-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-07-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
08-08-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-08-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
08-08-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
08-08-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-09-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-09-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
08-09-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
08-09-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-10-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-10-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
08-10-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
08-10-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-11-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-11-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
08-11-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD
08-11-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-12-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-12-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
08-12-16	R9523	11532	HPHS GIRLS SOCCER	08:00AM	11:00AM	SOCCER FIELD

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** Huntngtn Pk SH ** SCHOOL FACILITIES RESERVATION TERMINAL INQUIRY
FROM 01-01-16 TO 12-31-16

DATE....	PERMIT	ORG#	ORGANIZATION.....	BEG-TIME	END-TIME	FACILITY.....
08-12-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-14-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
08-15-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-16-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-16-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-17-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-17-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-18-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-18-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-18-16	R9672	11548	SPECIAL OLYMPICS SOU	04:30PM	06:00PM	SOCCER FIELD
08-19-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-21-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
08-22-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-23-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-23-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-24-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-24-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-25-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-25-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-25-16	R9672	11548	SPECIAL OLYMPICS SOU	04:30PM	06:00PM	SOCCER FIELD
08-26-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-28-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
08-29-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-30-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-30-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
08-31-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
08-31-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-01-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-01-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-01-16	R9672	11548	SPECIAL OLYMPICS SOU	04:30PM	06:00PM	SOCCER FIELD
09-05-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-06-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-06-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-06-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-07-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-07-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-07-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-08-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-08-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-08-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-08-16	R9672	11548	SPECIAL OLYMPICS SOU	04:30PM	06:00PM	SOCCER FIELD
09-09-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-09-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-10-16	R9533	1163	HUNTINGTON PK YOUTH	07:00AM	09:00PM	FOOTBALL FIELD
09-11-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
09-12-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-12-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-13-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-13-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-13-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-14-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-14-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-14-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-15-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-15-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM

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 ** Huntngtn Pk SH ** SCHOOL FACILITIES RESERVATION TERMINAL INQUIRY
 FROM 01-01-16 TO 12-31-16

DATE....	PERMIT	ORG#	ORGANIZATION.....	BEG-TIME	END-TIME	FACILITY.....
09-15-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-15-16	R9672	11548	SPECIAL OLYMPICS SOU	04:30PM	06:00PM	SOCCER FIELD
09-16-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-16-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-17-16	R9533	1163	HUNTINGTON PK YOUTH	07:00AM	09:00PM	FOOTBALL FIELD
09-18-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
09-19-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-19-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-20-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-20-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-20-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-21-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-21-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-21-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-22-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-22-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-22-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-22-16	R9672	11548	SPECIAL OLYMPICS SOU	04:30PM	06:00PM	SOCCER FIELD
09-23-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-23-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-24-16	R9533	1163	HUNTINGTON PK YOUTH	07:00AM	09:00PM	FOOTBALL FIELD
09-25-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
09-26-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-26-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-27-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-27-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-27-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-28-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-28-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-28-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-29-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-29-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
09-29-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
09-30-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
09-30-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-01-16	R9533	1163	HUNTINGTON PK YOUTH	07:00AM	10:00PM	FOOTBALL FIELD
10-02-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
10-03-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-04-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-04-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-04-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-05-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-05-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-05-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-06-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-06-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-06-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-07-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-07-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-08-16	R9533	1163	HUNTINGTON PK YOUTH	07:00AM	10:00PM	FOOTBALL FIELD
10-09-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
10-10-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-10-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-11-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-11-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM

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15:46:41 18 Jan 2017 LOS ANGELES UNIFIED SCHOOL DISTRICT PAGE 7
 ** Huntngtn Pk SH ** SCHOOL FACILITIES RESERVATION TERMINAL INQUIRY
 FROM 01-01-16 TO 12-31-16

DATE....	PERMIT	ORG#	ORGANIZATION.....	BEG-TIME	END-TIME	FACILITY.....
10-11-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-12-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-12-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-13-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-13-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-13-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-14-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-14-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-16-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
10-17-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-17-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-18-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-18-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-18-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-19-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-19-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-19-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-20-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-20-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-20-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-21-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-21-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-23-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
10-24-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-24-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-25-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-25-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-25-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-26-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-26-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-26-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
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10-27-16	R9533	1163	HUNTINGTON PK YOUTH	06:00PM	08:30PM	FOOTBALL FIELD
10-28-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-28-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
10-30-16	R9039	11441	UNION LATINA SOCCER	08:00AM	04:00PM	SOCCER FIELD
10-31-16	R9185	11484	"OUT OF SEASON" SPAR	03:00PM	05:00PM	1 SOFTBALL DIAMOND
10-31-16	R9353	3711	SPARTAN BASKETBALL	03:00PM	06:00PM	LARGE GYMNASIUM
11-05-16	S0642	11386	SPEEDY INDOOR VOLLEY	07:00AM	05:00PM	SMALL GYMNASIUM
11-06-16	S0642	11386	SPEEDY INDOOR VOLLEY	07:00AM	05:00PM	SMALL GYMNASIUM
11-19-16	S0642	11386	SPEEDY INDOOR VOLLEY	07:00AM	05:00PM	SMALL GYMNASIUM
11-20-16	S0642	11386	SPEEDY INDOOR VOLLEY	07:00AM	05:00PM	SMALL GYMNASIUM
11-29-16	S0911	11679	LAVO - LOS ANGELES V	07:00PM	09:00PM	SMALL GYMNASIUM
12-01-16	S0911	11679	LAVO - LOS ANGELES V	07:00PM	09:00PM	SMALL GYMNASIUM
12-06-16	S0911	11679	LAVO - LOS ANGELES V	07:00PM	09:00PM	SMALL GYMNASIUM
12-08-16	S0911	11679	LAVO - LOS ANGELES V	07:00PM	09:00PM	SMALL GYMNASIUM
12-13-16	S0911	11679	LAVO - LOS ANGELES V	07:00PM	09:00PM	SMALL GYMNASIUM
12-15-16	S0911	11679	LAVO - LOS ANGELES V	07:00PM	09:00PM	SMALL GYMNASIUM
12-16-16	S0915	11687	SUPREME CLASS	06:00PM	08:00PM	SMALL GYMNASIUM
12-20-16	S0911	11679	LAVO - LOS ANGELES V	07:00PM	09:00PM	SMALL GYMNASIUM
12-22-16	S0911	11679	LAVO - LOS ANGELES V	07:00PM	09:00PM	SMALL GYMNASIUM

ATTACHMENT C-3

None.

<i>Location</i>	<i>Facility</i>	<i>Start</i>	<i>End</i>	<i>Times</i>	<i>Organization Name</i>

FUNDAMENTAL PROVISIONS**SINGLE-YEAR FOOD SERVICES AGREEMENT**

The following fundamental provisions are incorporated into the Food Services Agreement ("Agreement"). The provisions shall have the following meanings throughout the Agreement.

(a) LAUSD or District:	Los Angeles Unified School District, a unified school district existing under the laws of the State of California.																				
(b) Operator:	_____, operating that charter school known as _____ ("CHARTER SCHOOL") a California Charter School.																				
(c) School Site:	CHARTER SCHOOL shall be located on the following District School Site: _____.																				
(d) Term:	The Term of this Agreement shall commence on Charter School's first day of instruction for the 2017-18 school year, and expire on Charter School's last day of instruction for the 2017-18 school year or June 30th, 2018 , whichever is sooner, unless terminated otherwise as outlined in this Agreement.																				
(e) CHARTER SCHOOL's Address for Notices:	_____ _____ _____, CA _____ ATTN: _____ Phone No.: _____ Facsimile No.: _____ Email Address: _____																				
(f) LAUSD's Address for Notices:	Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: Director of Food Services Phone No.: 213-241-2993 Facsimile No.: 213-241-4881																				
(g) CHARTER SCHOOL's per meal charge:	<table border="1"> <thead> <tr> <th>Grade Level</th> <th>Breakfast (\$)</th> <th>Lunch (\$)</th> <th>Snack (\$)</th> <th>Supper (\$)</th> </tr> </thead> <tbody> <tr> <td>K - 5</td> <td>XXX</td> <td>XXX</td> <td>XXX</td> <td>XXX</td> </tr> <tr> <td>6 - 8</td> <td>XXX</td> <td>XXX</td> <td>XXX</td> <td>XXX</td> </tr> <tr> <td>9 - 12</td> <td>XXX</td> <td>XXX</td> <td>XXX</td> <td>XXX</td> </tr> </tbody> </table>	Grade Level	Breakfast (\$)	Lunch (\$)	Snack (\$)	Supper (\$)	K - 5	XXX	XXX	XXX	XXX	6 - 8	XXX	XXX	XXX	XXX	9 - 12	XXX	XXX	XXX	XXX
Grade Level	Breakfast (\$)	Lunch (\$)	Snack (\$)	Supper (\$)																	
K - 5	XXX	XXX	XXX	XXX																	
6 - 8	XXX	XXX	XXX	XXX																	
9 - 12	XXX	XXX	XXX	XXX																	

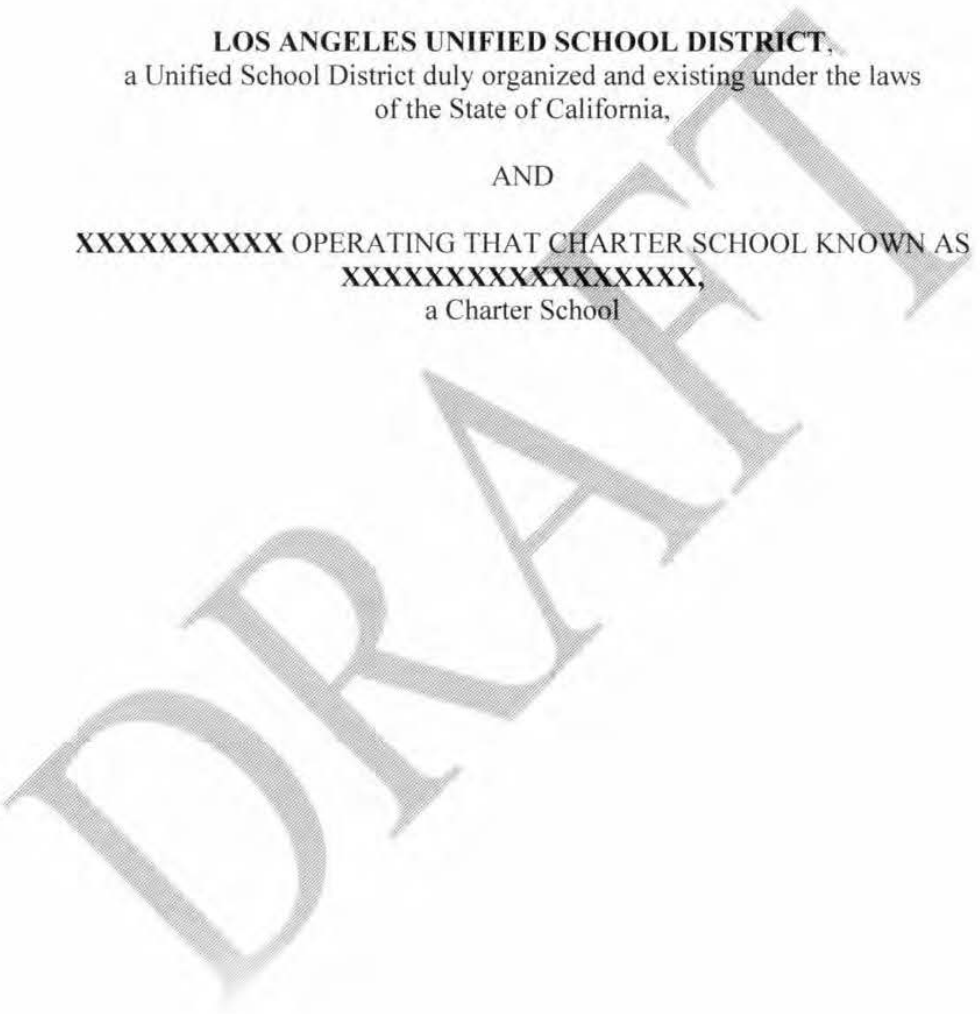
SINGLE-YEAR FOOD SERVICES AGREEMENT

BY AND BETWEEN

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a Unified School District duly organized and existing under the laws
of the State of California,

AND

**XXXXXXXXXX OPERATING THAT CHARTER SCHOOL KNOWN AS
XXXXXXXXXXXXXXXXXXXX,**
a Charter School



SINGLE-YEAR FOOD SERVICES AGREEMENT

This Food Services Agreement (“Agreement”) is made and entered into as of the last date of the full execution of this Agreement (the “Effective Date”), by and between the Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California (“LAUSD” or “District”), and CHARTER SCHOOL (collectively referred to herein as the “Parties”, and individually referred to herein as a “Party”) with reference to the following:

RECITALS

WHEREAS, LAUSD is the owner of and operates public schools to provide a public education to those students residing within its jurisdictional boundaries;

WHEREAS, CHARTER SCHOOL has chosen to utilize the District’s Food Services Division (“FOOD SERVICES”), a food service program duly formed and existing under the laws of the State of California and United States Department of Agriculture (“USDA”), to provide meals to CHARTER SCHOOL’s in-district students at the School Site;

WHEREAS, FOOD SERVICES is listed as the School Food Authority (“SFA”) for CHARTER SCHOOL, administering the official National School Lunch Program (“NSLP”), School Breakfast Program, After School Snack Program, and all other associated programs. FOOD SERVICES will prepare and serve meals that meet the National School Lunch and School Breakfast Program and After School Snack Program meal requirements as established by the USDA to CHARTER SCHOOL’s in-district students;

NOW, THEREFORE for good consideration had and received, and the mutual covenants and obligations contained herein, the Parties agree as follows:

ARTICLE 1. FOOD SERVICES RESPONSIBILITIES

FOOD SERVICES shall comply with the responsibilities set forth in EXHIBIT “A”, which is attached hereto and made a part hereof.

ARTICLE 2. CHARTER SCHOOL RESPONSIBILITIES

CHARTER SCHOOL shall comply with the responsibilities set forth in EXHIBIT “B,” which is attached hereto and made a part hereof.

ARTICLE 3. COSTS AND PAYMENTS

3.1 CHARTER SCHOOL STUDENT CO-PAYMENTS. CHARTER SCHOOL’s students will be responsible for providing to the District the same per meal co-payment (i.e., the student’s responsibility for paying) that the District’s students provide, which currently is as follows:

Grade Level	Breakfast (\$)*			Lunch (\$)			Snack (\$)***			Supper (\$)***		
	Free	Reduced	Full Priced	Free	Reduced	Full Priced	Free	Reduced	Full Priced	Free	Reduced	Full Priced
K – 5	0.00	.30	2.25	0.00	.40	2.75	0.00	0.00	0.00	0.00	0.00	0.00
6 – 8	0.00	.30	2.50	0.00	.40	3.00	0.00	0.00	0.00	0.00	0.00	0.00
9 – 12	0.00	.30	2.75	0.00	.40	3.25	0.00	0.00	0.00	0.00	0.00	0.00

* For schools participating in “Breakfast In The Classroom (BIC)”, the co-pay is waived.

** Schools in Non-Area Eligible (less than 50% Free and Reduced Eligibility) are subject to a co-payment by each reduced and full-price eligible student.

*** Supper Programs are only hosted at Area Eligible Schools (50% and over Free and Reduced Eligibility). If a Non-Area Eligible school chooses to host a Supper Program, co-payments by students will apply.

NOTE: At schools that participate in Provision 2 Programs, student co-payments are waived at all eligibility levels.

CHARTER SCHOOL’s students may be eligible for free and reduced meals, and the District will collect all applicable reimbursement amounts.

3.2 CHARTER SCHOOL’S PER MEAL CHARGE. CHARTER SCHOOL’s charge is the balance of actual costs the District incurs for each meal it provides to CHARTER SCHOOL’s students at the School Site, less (1) co-payments from CHARTER SCHOOL’s students to the District and (2) free, reduced and full-price meal reimbursements for CHARTER SCHOOL’s eligible students collected by the District. The actual costs the District incurs for each meal provided is unique to the circumstances of CHARTER SCHOOL and the School Site. Determination of actual meal costs takes various factors into account, including, but not limited to, whether meals are prepared on- or off-site, student enrollment and the total number of meals served, staffing needs, and the number of students who are eligible for free, reduced and full-price meals. The per-meal amount owed by CHARTER SCHOOL to LAUSD is identified in section (g) of the Fundamental Provisions of this Agreement. CHARTER SCHOOL shall pay for the total number of breakfasts, lunches, snacks and suppers delivered by FOOD SERVICES (based on the number of meals CHARTER SCHOOL requested), including any meals that were not actually served to CHARTER SCHOOL students. If CHARTER SCHOOL directs FOOD SERVICES to provide meals to any CHARTER SCHOOL student who is not (a) eligible for a free- or reduced-price co-payment and (b) willing / able to pay the full-price co-payment, then CHARTER SCHOOL will responsible for the student’s co-payment share obligation to the District.

3.3 INVOICE. FOOD SERVICES shall provide CHARTER SCHOOL an itemized written invoice no later than the 15th day of each month, covering the period for the prior full month (“Invoice”). FOOD SERVICES reserves the right to adjust prices to reflect changing conditions and costs of service, upon sixty (60) days’ advance written notice to CHARTER SCHOOL. FOOD SERVICES shall deliver the Invoice to CHARTER SCHOOL’s address set forth in section (e) of the Fundamental Provisions of this Agreement.

3.4 PAYMENT. CHARTER SCHOOL shall pay the District by check or cash within thirty (30) days following the receipt of the Invoice. If CHARTER SCHOOL fails to pay any portion, the unpaid amounts shall bear interest at the lesser of: (i) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%), or (ii) the maximum rate then allowed by law ("Interest Rate") from the date such amount is due until the date paid. CHARTER SCHOOL shall submit payment to the District's address set forth in section (f) of the Fundamental Provisions of this Agreement within the thirty (30) days of Invoice received. If CHARTER SCHOOL does not remit payment to LAUSD within the thirty (30) days, FOOD SERVICES may immediately stop providing all meal services as set forth in EXHIBIT A. Meal services will not resume until and unless payment, with applicable Interest Rate, is made in full.

3.5 PAYMENT DISPUTES. If CHARTER SCHOOL disputes all or any part of the Invoice, CHARTER SCHOOL shall pay the undisputed portion of the charges, and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the Parties, at CHARTER SCHOOL's expense. The Parties agree to first attempt to resolve such disputes pursuant to the dispute resolution provisions in CHARTER SCHOOL's approved charter petition, if any. The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the Parties proportionally on the same percentage allocation as the disputed payment amount.

In such instance where CHARTER SCHOOL disputes its obligations to pay all or part of the invoiced amount, CHARTER SCHOOL shall provide LAUSD with a letter or notice entitled "Payment Under Protest" stating that CHARTER SCHOOL plans to dispute such payment and proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that payment would have been due. CHARTER SCHOOL shall provide further letter to LAUSD specifying in detail why CHARTER SCHOOL is not required to pay all or part of such amount within thirty (30) days following the payment due date.

ARTICLE 4. TERMINATION

This Agreement may be terminated by either Party upon providing thirty (30) days' advance written notice of intent to terminate. Meal services will be provided by FOOD SERVICES, and payments by CHARTER SCHOOL will remain due and owing, for the notice period. Termination of this Agreement will not absolve CHARTER SCHOOL of any outstanding payment obligations.

ARTICLE 5. AUDITS

FOOD SERVICES shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to services, payments and students served pursuant to this Agreement. All records shall be kept and maintained by FOOD SERVICES and made

available to CHARTER SCHOOL during the Term of this Agreement and for a period not less than three (3) years after final payment hereunder by CHARTER SCHOOL, in accordance with applicable statutes and regulations.

Should FOOD SERVICES be audited by the NSLP or any other governmental entity, FOOD SERVICES and CHARTER SCHOOL each shall be responsible for fully complying with such audit requests and shall fully cooperate therewith.

ARTICLE 6. INDEPENDENT CONTRACTOR RELATIONSHIP

LAUSD and CHARTER SCHOOL intend and hereby agree and acknowledge that the relationship between LAUSD and CHARTER SCHOOL is solely an independent contractor type relationship, and not a principal/agent, partnership, joint venture, employment or master/servant relationship. CHARTER SCHOOL and LAUSD are acting on their own behalf and neither is operating as an agent of the other.

ARTICLE 7. COMPLIANCE WITH LAWS AND REGULATIONS

FOOD SERVICES is exclusively responsible for preparing and delivering all breakfasts, lunches, snacks and/or supper meals (unless designated otherwise by CHARTER SCHOOL) to CHARTER SCHOOL, that meet the NSLP, School Breakfast Program, and After School Snack Program meal requirements, and federal, state and local statutes and regulations. As such, CHARTER SCHOOL shall not discriminate in the delivery of any breakfasts, lunches, snacks and/or supper meals provided by FOOD SERVICES, and will ensure CHARTER SCHOOL's students are offered the opportunity to participate in the school meal program.

Any penalties, fines or damages resulting from lack of compliance with federal or state laws or the NSLP, School Breakfast Program, or After School Snack Program meal requirements, in performing the services hereunder as required by CHARTER SCHOOL are the sole and exclusive responsibility of CHARTER SCHOOL. Any penalties, fines or damages resulting from lack of compliance with federal or state laws or the NSLP, School Breakfast Program, or After School Snack Program meal requirements, in performing the services hereunder as required by LAUSD are the sole and exclusive responsibility of LAUSD.

Gifts or exchanges of meals are not permitted. Until a meal is served to a CHARTER SCHOOL student, the food prepared by FOOD SERVICES remains the property of the state and federal governments and FOOD SERVICES; it cannot be sold, given away, or exchanged for other goods.

ARTICLE 8. GENERAL PROVISIONS

8.1 NOTICES. Except where otherwise indicated in this Agreement, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the Party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile (provided that the same shall be followed by delivery of a copy by one of the other

permitted means of delivery). Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above, or, if delivered on a business day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date forty-eight (48) hours following the date deposited in the United States mail, at the address provided herein, or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier. LAUSD and CHARTER SCHOOL hereby agree that notices may be given hereunder by the Parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or CHARTER SCHOOL's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article.

8.2 GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

8.3 ENTIRE AGREEMENT/AMENDMENT. All Exhibits and Attachments are hereby fully incorporated into this Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an instrument in writing signed by both Parties.

8.4 WAIVER. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the Parties hereto shall not be deemed to render unnecessary the obtaining of such Party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of LAUSD to insist upon the performance by CHARTER SCHOOL in strict accordance with said terms.

8.5 ASSIGNMENT. This Agreement shall not be assigned to any other person or entity. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective Parties hereto.

8.6 TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement.

8.7 INVALIDITY / SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.8 CAPTIONS. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

8.9 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Fax signatures are permitted and shall have the same effect as original wet signatures.

8.10. FORCE MAJEURE. Whenever either Party hereto shall be required by the terms of this Agreement or by law to perform any act, work, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said Party shall not be deemed to be in default herein and the other Party shall not enforce or exercise any of its right under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing Party.

8.11 AUTHORIZATION TO SIGN AGREEMENT. If CHARTER SCHOOL is a corporation, each individual executing this Agreement on behalf of CHARTER SCHOOL represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of CHARTER SCHOOL in accordance with a duly adopted resolution of CHARTER SCHOOL's Board of Directors, and that this Agreement is binding upon CHARTER SCHOOL in accordance with its terms. If CHARTER SCHOOL is a partnership or trust, each individual executing this Agreement on behalf of CHARTER SCHOOL represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of CHARTER SCHOOL in accordance with the terms of such entity's partnership agreement or trust agreement, respectively, and that this Agreement is binding upon CHARTER SCHOOL in accordance with its terms, and CHARTER SCHOOL shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request such certificates or written assurances from the partnership or trust as LAUSD may request authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and this Agreement is binding upon LAUSD in accordance with its terms.

8.12 CONTACT. Questions, concerns or issues regarding daily operations, menu / compliance, should be addressed to the Area Food Services Supervisor or School Food Services Manager (Cafeteria). If needs are not met, the Deputy Director of Food Services shall be contacted at 213-241-3366.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

LAUSD:

LOS ANGELES UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

Date: _____

CHARTER SCHOOL:

XXXXXXXXXX SCHOOL

By _____
Name _____
Title _____

Date: _____

DRAFT

EXHIBIT "A"**FOOD SERVICES RESPONSIBILITIES**

1. FOOD SERVICES will serve as the School Food Authority ("SFA") for CHARTER SCHOOL, administering the official National School Lunch Program ("NSLP"), School Breakfast Program, After School Snack Program, and all other associated meals programs. FOOD SERVICES will be responsible for establishing student meal eligibilities, serving meals to students in a manner that is conforming to federal, State and local health department codes, and meets the requirements established by the United States Department of Agriculture ("USDA") and the California State Department of Education ("CDE"). All accounting for meals in the proper eligibility categories and filing of meal reimbursement claims directly with the CDE will be the responsibility of FOOD SERVICES.
2. FOOD SERVICES shall prepare and serve all breakfasts, lunches, snacks and/or supper meals (unless designated otherwise by CHARTER SCHOOL), which meet the requirements of the NLSP, School Breakfast Program, After School Snack Program, and all other associated meals programs. Breakfasts, lunches, snacks and suppers (as applicable) must comply with the nutritional standards for lunches and/or breakfasts and/or snacks and/or suppers as established by the USDA.
3. FOOD SERVICES shall determine the participation of programs. This includes, but is not limited to, Provision 2, Provision 3, After School Snack Programs, summer feeding programs, Breakfast in the Classroom, and so on. Participation is determined by numerous factors, such as school meal participation, student free/reduced-priced eligibility, student enrollment, and CDE regulations.
4. FOOD SERVICES shall maintain all necessary records as required by the regulatory guidelines for a SFA. Data and records will be kept on the nutritional analysis and quantities of the lunches, breakfasts and snacks/suppers (as applicable) delivered to CHARTER SCHOOL's students, and shall make said records available for inspection by state and federal authorities upon request.
5. FOOD SERVICES will provide reports to the CHARTER SCHOOL as reasonably requested by CHARTER SCHOOL, or otherwise as reasonably necessary for CHARTER SCHOOL to prepare reports and information to meet its needs. No eligibility codes will be released or shared unless required by law. CHARTER SCHOOL shall have access to supporting documentation regarding CHARTER SCHOOL students at all times, to the extent allowed by law. If CHARTER SCHOOL needs access to supporting documentation, a request must be submitted to FOOD SERVICES in writing at least four (4) weeks in advance, for FOOD SERVICES to prepare for distribution.
6. FOOD SERVICES shall provide all the necessary paper goods, service ware and service equipment needed for the operation for all CHARTER SCHOOL students purchasing food provided by FOOD SERVICES.
7. FOOD SERVICES shall prepare and/or deliver the lunches, breakfasts, snacks and supper

meals (as applicable) to the Cafeteria of the School Site identified in section (c) of the Fundamental Provisions of this Agreement ("CAFETERIA"). The District will ensure that CAFETERIA maintains the appropriate State and local health certifications for the facility and staff. FOOD SERVICES reserves the right to change the location of CAFETERIA, when necessary (e.g., in cases of emergency or during renovations), to another CAFETERIA. FOOD SERVICES will notify CHARTER SCHOOL of the new location at or before the time meals are delivered to the School Site.

8. FOOD SERVICES shall prepare and deliver meals for CHARTER SCHOOL, except on days when LAUSD is not in operation, such as federal holidays, or other days the School Site is not in session. CHARTER SCHOOL may choose service for LAUSD non-operating days and will carry the cost of double time and a half for LAUSD FOOD SERVICES staff. The notification of staff during non-LAUSD operating days requires a ten (10) working days advance notification. Failure to follow the requested timeline may result in staff not being available.
9. FOOD SERVICES shall provide to CHARTER SCHOOL, no later than one (1) week prior to the end of each month, a monthly menu of the lunches, breakfasts and snacks being offered in the upcoming month. This information will also be available on the FOOD SERVICES' website: <http://cafe-la.lausd.net> and on <http://schoolmenu.com>.
10. When requested by CHARTER SCHOOL, FOOD SERVICES shall provide CHARTER SCHOOL with sack lunches and/or breakfasts, for field trips, and other special outings which meet the NSLP and School Breakfast Program meal requirements. CHARTER SCHOOL must provide a request for these events at least fifteen (15) working days in advance to the Food Services Manager.
11. FOOD SERVICES shall be responsible for all equipment, supplies, food and paper goods delivered to CAFETERIA. FOOD SERVICES will be responsible for the replacement of all kitchen and service equipment, as needed.
12. FOOD SERVICES may provide additional staff to serve lunches, and/or breakfasts if the CHARTER SCHOOL so designates, pursuant to the Staffing Section and the salary and benefits specifications. CHARTER SCHOOL shall pay actual labor and benefits related to the request.
13. If CHARTER SCHOOL would like to utilize the School Site's kitchen facilities after normal operations for a special event, the District's "Use of Cafeteria Facilities" form must be submitted at least ten (10) business days prior to the special event. An employee of FOOD SERVICES will be required to be present to supervise the use of the kitchen, and fees will apply.
14. In the event of emergencies, FOOD SERVICES will make every effort to provide services including but not limited to continuing meal service during the normal school periods where it is safe for our staff and students. CHARTER SCHOOL may request extra services, or service outside of the normal course of operations, to its students, staff and site personnel

in emergency circumstances. A fee equal to FOOD SERVICES' reasonable, actual, out-of-pocket costs for these services will apply. Emergencies include, but are not limited to, the following: lockdowns, power outages, earthquakes, and any unplanned event that is a disruption to normal food services schedules.

15. Placement of FOOD SERVICES staff at the School Site will be in accordance with the Personnel Commission ("PC") rules, and District policies and procedures. FOOD SERVICES' staff working at the School Site will have met all District and PC requirements for Tuberculosis, Background Checks and Food Service requirements (e.g., Annual Food Handlers Certificates, Sanitation and Safety Certifications for Managers and Senior Food Service Workers). It is the FOOD SERVICES' responsibility to ensure that its entire staff meets these requirements.
16. FOOD SERVICES staff working onsite must report to the onsite Nurse or other health agent annually for obtaining a Food Handler's Certification and any other required clearances to work around food.
17. FOOD SERVICES staff work for LAUSD and receive direction from FOOD SERVICES Administration. Performance Management and day-to-day personnel issues will be handled by the Area Food Services Supervisor ("AFSS") and/or Food Services Manager. Input from the CHARTER SCHOOL's Administration/Principal may be discussed with the AFSS and/or Food Services Manager. LAUSD employee disciplinary documentation, mentoring and coaching will be administered by the AFSS and/or the Food Services Division.
18. FOOD SERVICES will utilize the District's Maintenance and Operations custodial crew to clean-up after each meal at the School Site.
19. FOOD SERVICES offers catering, and will offer these services to CHARTER SCHOOL upon request.
20. If and when the Agreement terminates, FOOD SERVICES shall assume possession and ownership of all unused goods and supplies at the School Site, including, but not limited to, smallwares, foods, produce, and paper supplies.

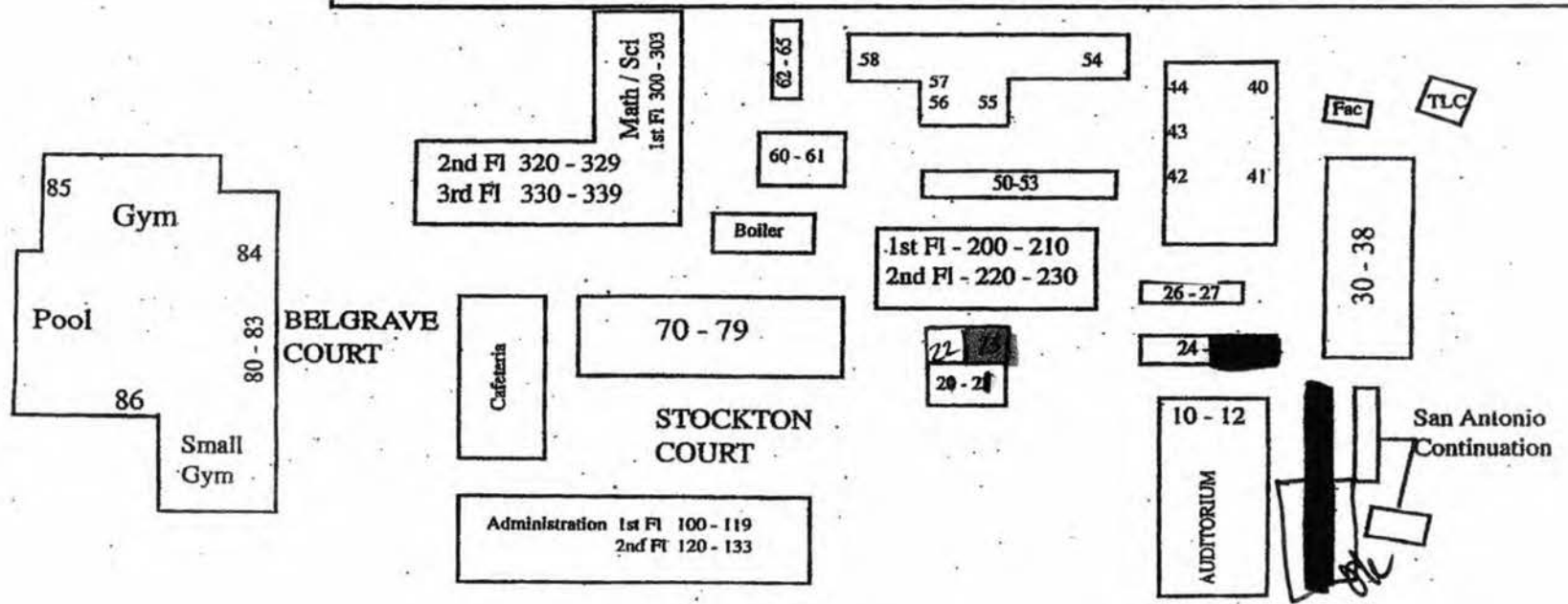
EXHIBIT "B"
CHARTER SCHOOL RESPONSIBILITIES

1. In accordance with the National School Lunch Program ("NSLP"), CHARTER SCHOOL acknowledges that all eligible students must be provided with one nutritionally adequate meal per day.
2. CHARTER SCHOOL will provide FOOD SERVICES with updated CHARTER SCHOOL student enrollment information as needed (but not less than daily).
3. CHARTER SCHOOL shall notify FOOD SERVICES staff located at the Cafeteria of the School Site identified in section (c) of the Fundamental Provisions of this Agreement ("CAFETERIA") of the number of breakfasts needed for CHARTER SCHOOL students by no later than 1:30 p.m. on the previous school day, and the number of lunches and snacks needed for CHARTER SCHOOL students no later than 4 hours before lunch meal service on each school day.
4. CHARTER SCHOOL shall provide a written request to FOOD SERVICES to provide CHARTER SCHOOL with sack lunches and/or breakfasts, for field trips, and other special outings which meet the NSLP and School Breakfast Program meal requirements at least fifteen (15) working days in advance to the Food Services Manager. The cost per sack lunch and/or breakfast shall remain the same as the cost per meal for the regular lunches and/or breakfasts. CHARTER SCHOOL shall be responsible for maintaining the appropriate temperature of lunches and breakfasts served on those field trips.
5. If there are requests by CHARTER SCHOOL to provide meals to any person outside of the CHARTER SCHOOL's student population (e.g., parents, faculty, site administrators and personnel, etc.), CHARTER SCHOOL shall pay the a la carte prices for items served. The a la carte price listing is available on the FOOD SERVICES website at <http://cafe-la.lausd.net>. A La carte meal prices are subject to change.
6. At least five (5) working days prior to the start of the Term, CHARTER SCHOOL must enroll, and thereafter update and maintain, all of its students in the District's My Integrated Student Information System ("MiSiS"), so that FOOD SERVICES can provide meals through the point of service system with CHARTER SCHOOL student data required for the District to receive, verify and record CHARTER SCHOOL student's eligibility information. CHARTER SCHOOL student information includes, among other things, an LAUSD student identification number assigned to each CHARTER STUDENT, the student's first and last name, birthdate, gender, homeroom, site assigned, home address, and prior year eligibility.

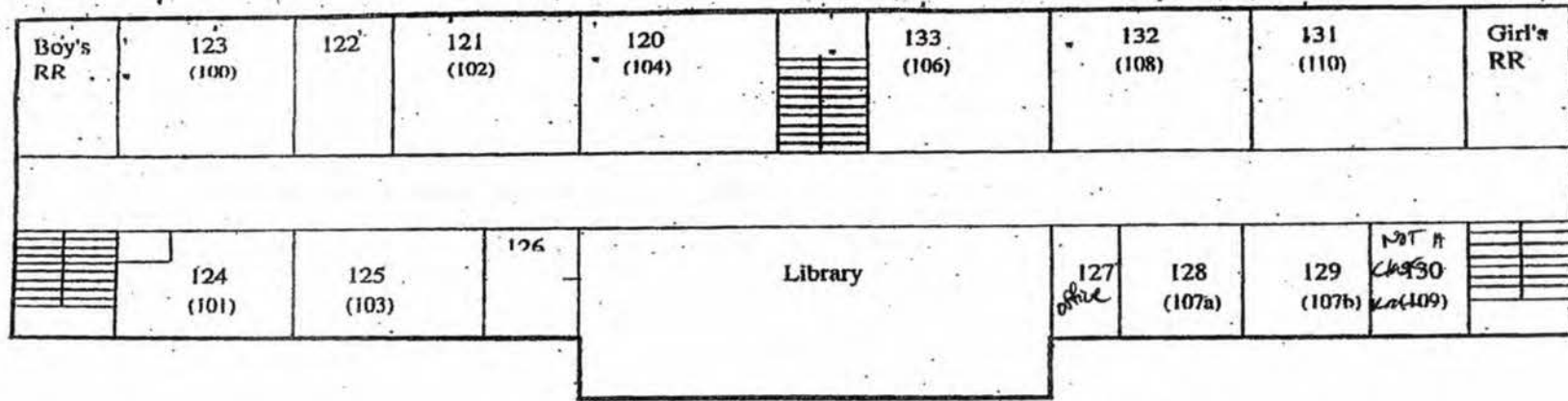
Huntington Park High School
6020 Miles Ave.
Huntington Park, CA 90255
213/583-3333

Per. 1	7:30 - 8:30
Homeroom	8:36 - 8:51
Per. 2	8:57 - 9:57
Nutrition	9:57 - 10:12
Per. 3	10:18 - 11:18
Per. 4	11:24 - 12:24
Lunch	12:24 - 1:00
Per. 5	1:06 - 2:05
Per. 6	2:11 - 3:10

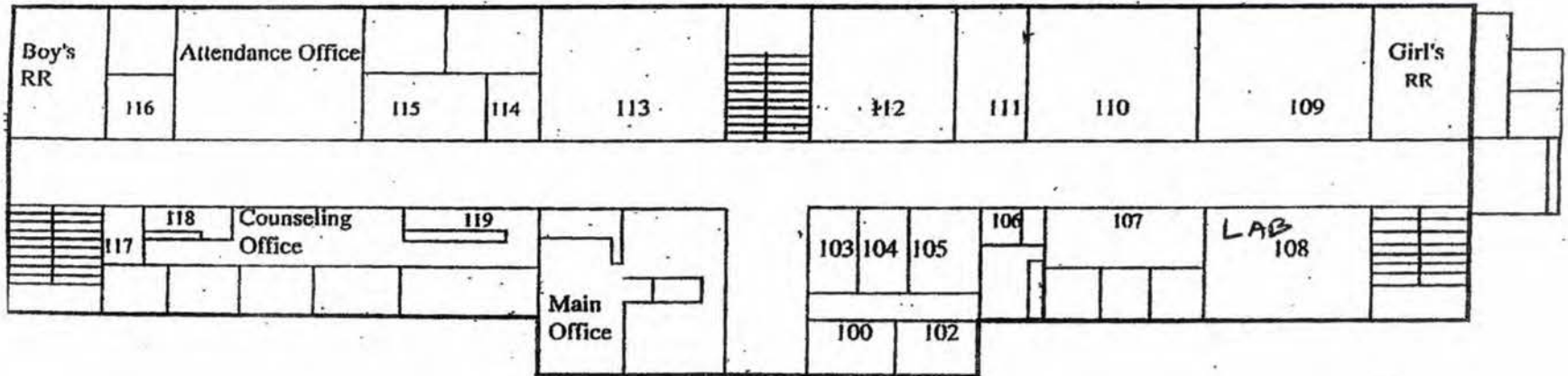
OAK ST.



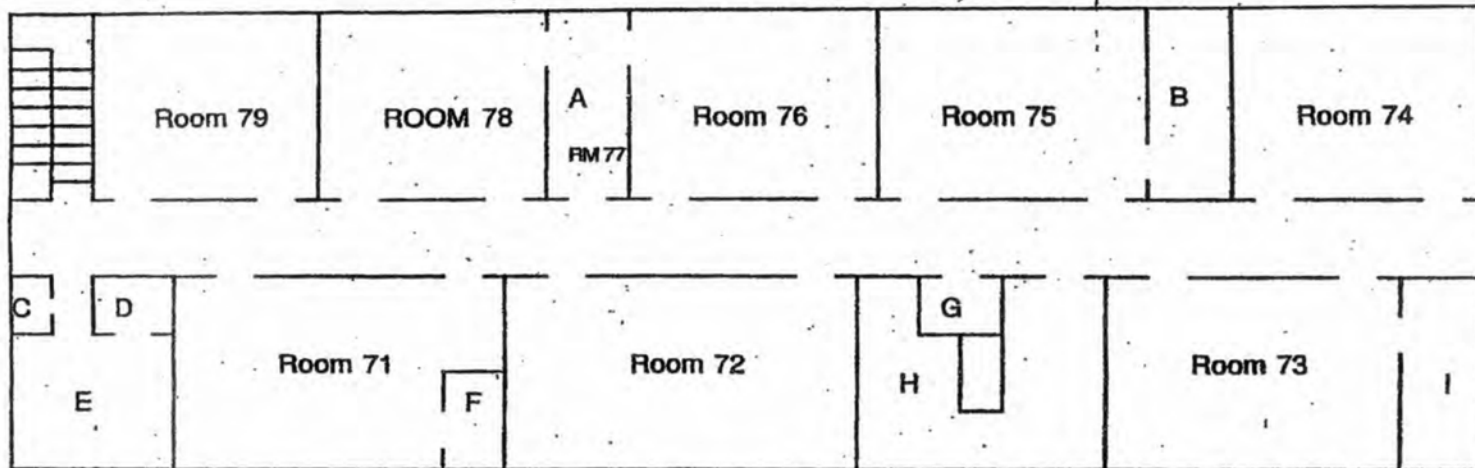
MILES AVE.



2nd Floor - Administration



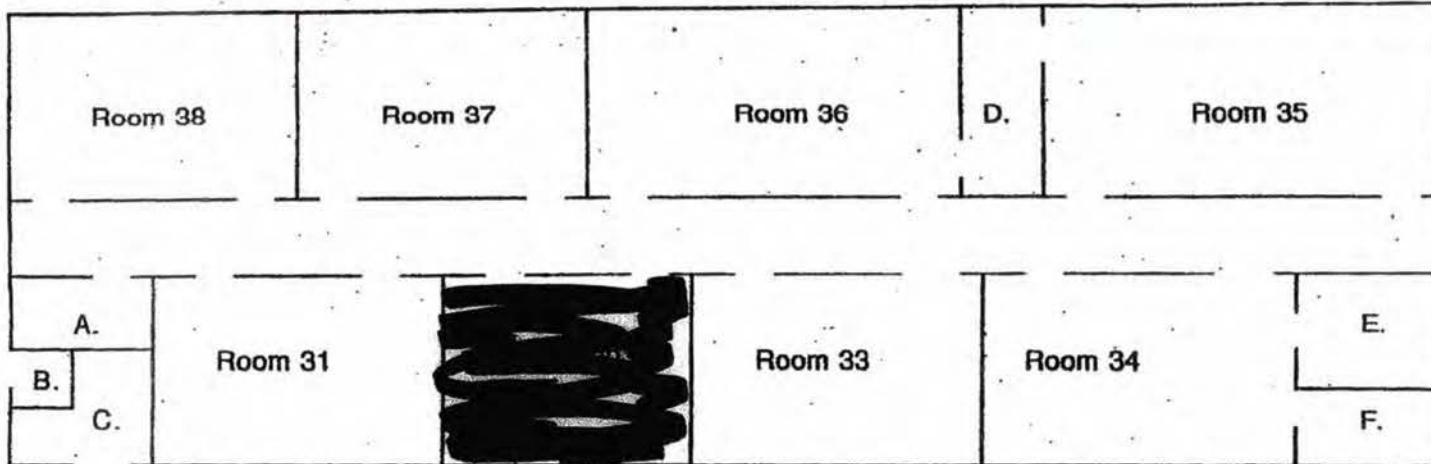
1st Floor - Administration



70's BUILDING

- A. Health Department Storeroom
- B. Computer Lab Storeroom
- C. Custodian Storageroom
- D. Faculty Restroom

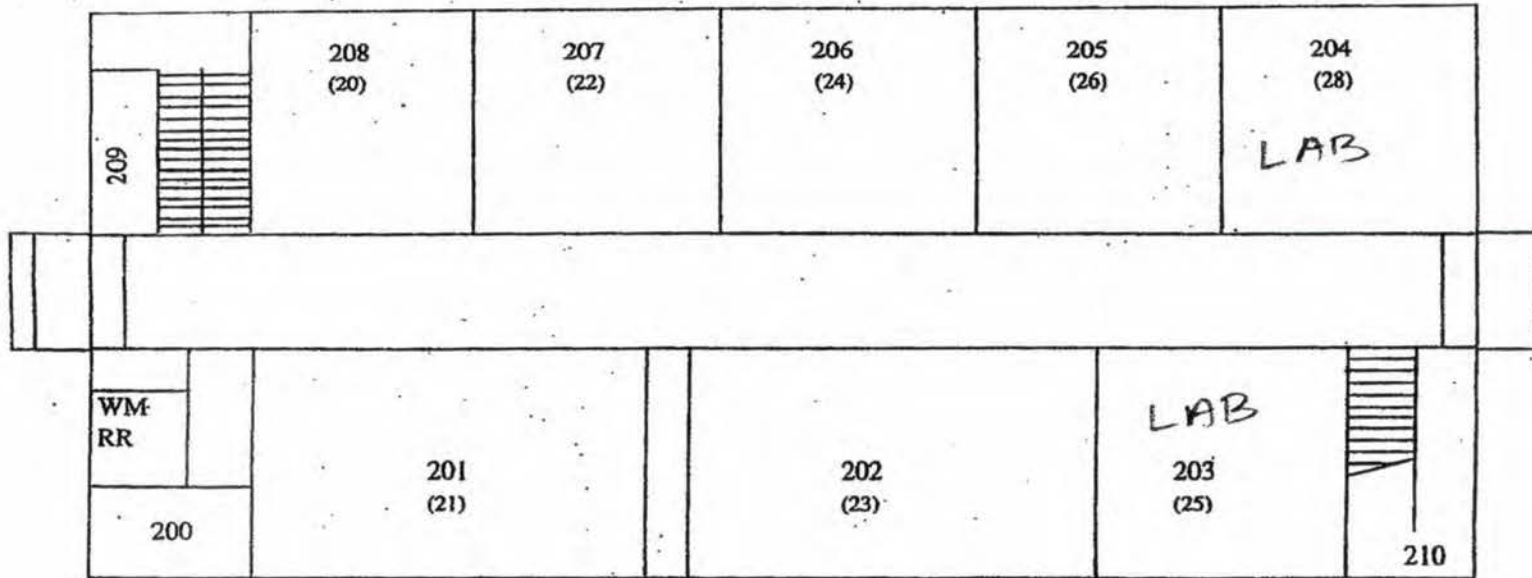
- E. Faculty Rest Area
- F. Clothing Class Storeroom
- G. Custodian Hopper Room
 - 1. Sink
 - 2. Roof Access Panel
- H. Student Ladies Restroom
- I. Cooking Class Storeroom



30's BUILDING

- A. Media Center Storage Room**
 - 1. Attic Access Panel
 - 2. Cable TV Amplifier
 - 3. Camera Power Supply
- B. Custodian Hopper Room**
 - 1. Power Transformer (New)
 - 2. Circuit Breakers (New)
 - 3. Alarm keypad
 - 4. Mop Sink
 - 5. Telephone Junction Box
 - 6. Water Flow Alarm
- C. Boiler Room**
 - 1. Water Heater
 - 2. Circuit Breakers (Old)
 - 3. Telephone Junction Box
 - 4. Bell Access Panels

- D. Department Storage Room**
 - 1. Sink
- E. Language Store Room**
 - 1. Computer Network IDF
 - 2. Camera Power Supply
- F. Language Store Room**

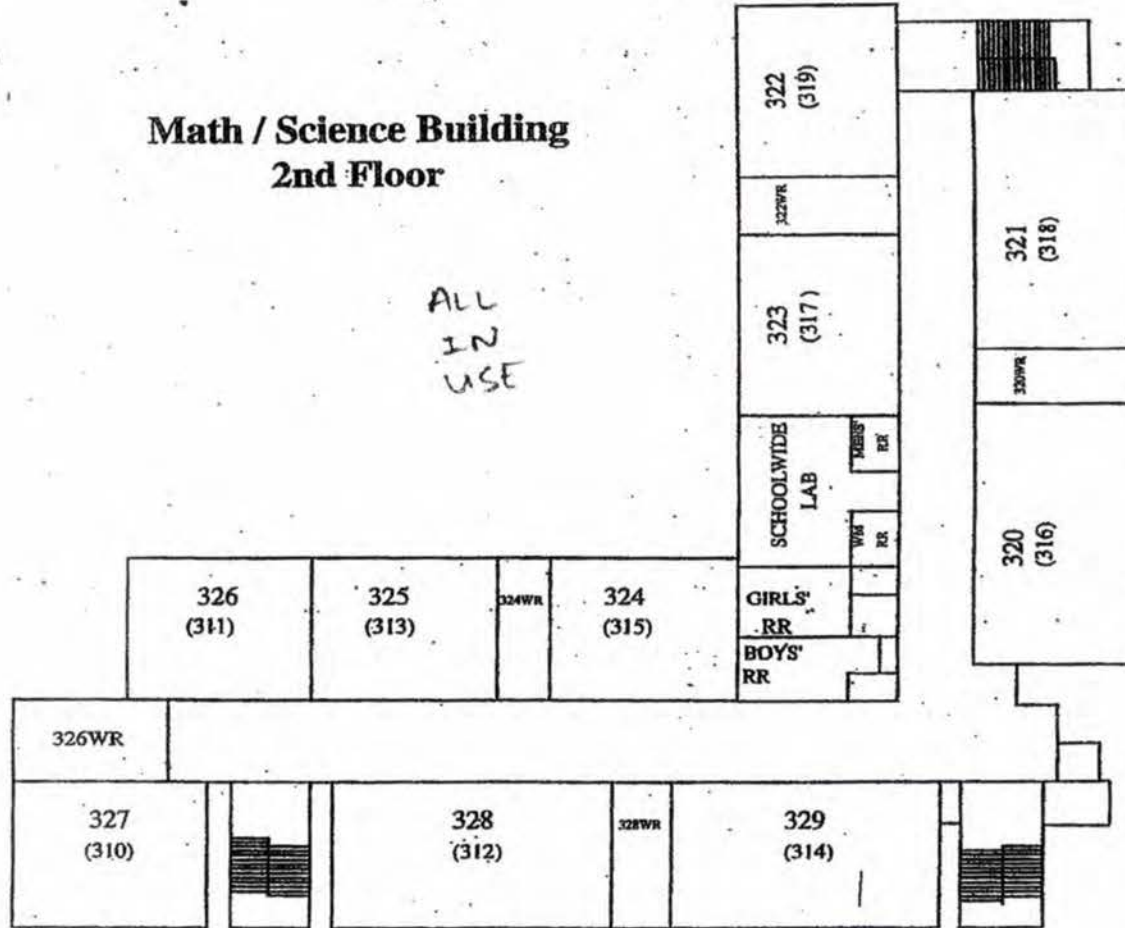


**Liberal Arts Annex
1st Floor**

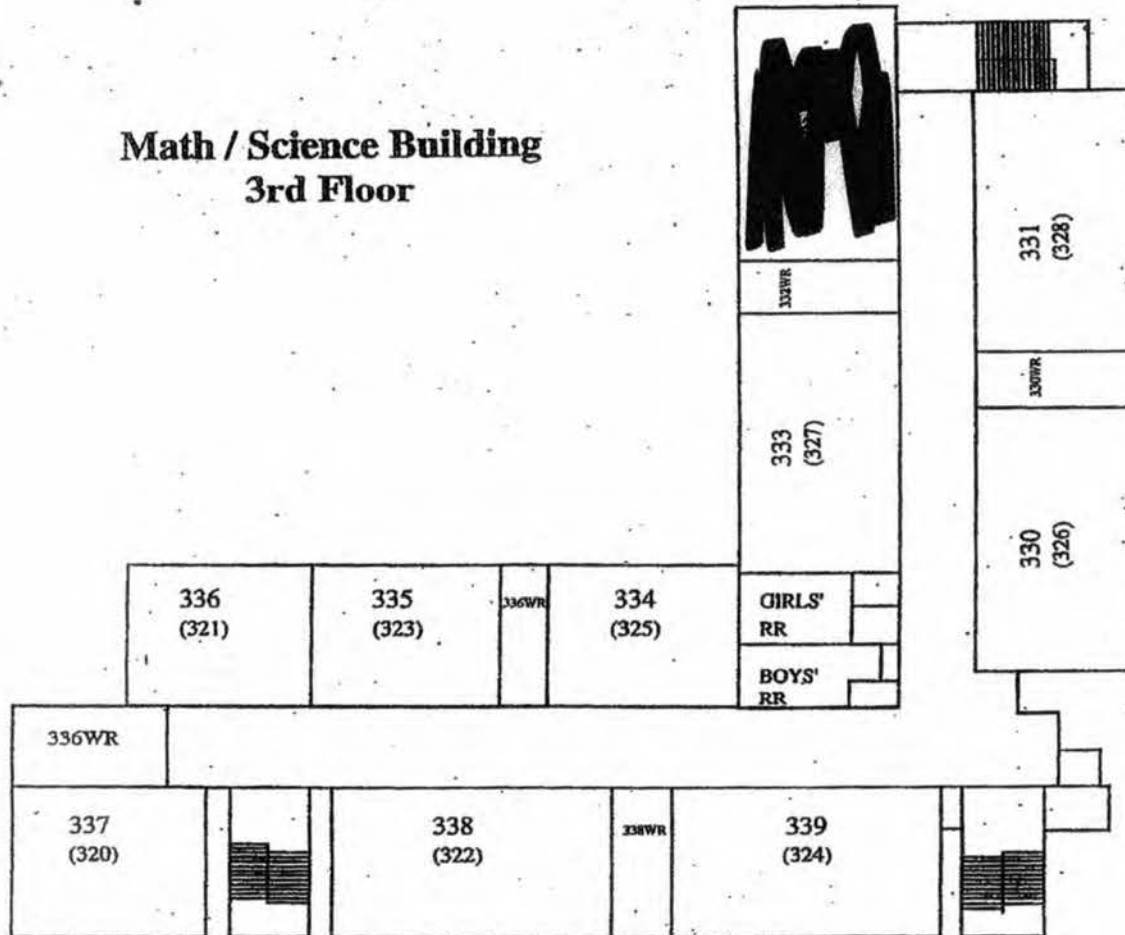


**Math / Science Building
2nd Floor**

ALL
IN
USE



**Math / Science Building
3rd Floor**



**CDE letter dated July 5, 2019:
Letter of Fiscal Concerns on 2017–18 Second Interim
Report and Request for a Fiscal Corrective Action Plan**



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TOM TORLAKSON
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

Sent via First Class Mail and E-mail to:

p.rogers@altaps.org

x.reyes@altaps.org

j.salas.hs@prepatec.org

July 5, 2018

Patricia Rogers, Board Chairperson
Xavier Reyes, Chief Executive Officer
Jose Salas, Principal
Alta Public Schools
2410 Broadway Avenue
Walnut Park, CA 90255

Dear Ms. Rogers, Mr. Reyes, and Principal Salas:

Subject: Letter of Fiscal Concerns on 2017–18 Second Interim Report and Request for
a Fiscal Corrective Action Plan

The purpose of this letter is to inform the Prepa Tec Los Angeles High School (PTLAHS) Board of the California Department of Education's (CDE's) fiscal concerns regarding PTLAHS's financial condition, which includes a negative ending fund balance of \$556,533 and a zero percent reserve in the PTLAHS fiscal year (FY) 2017–18 second interim report.

In addition, the CDE previously sent PTLAHS a letter of concern, dated September 19, 2017, regarding the declining pupil enrollment, increasing negative net assets, negative ending fund balance of \$188,830, and a zero percent reserve in the FY 2016–17 second interim report.

Criteria:

- Pursuant to the Memorandum of Understanding (MOU) between PTLAHS and the State Board of Education (SBE), p. 14, the charter school is expected to maintain reserves at a level at least equivalent to a school district of similar size as identified in *California Code of Regulations*, Title 5 Section 15450.
- Pursuant to the MOU between PTLAHS and the SBE, pp. 15–16, PTLAHS's enrollment must be consistent with the enrollment data described in the SBE-approved charter, or in an SBE-approved revised charter, or a change that could significantly impact the academic or financial sustainability of the charter school.

Xavier Reyes, Chief Executive Officer

Jose Salas, Principal

July 5, 2018

Page 2

If a change in enrollment of 25 percent or more occurs, a material revision to the petition may be required.

Observations:

- PTLAHS reported a zero percent reserves for FY 2017–18; PTLAHS’s expected reserve level is five percent.
- PTLAHS reported a negative ending fund balance of \$556,533 in the FY 2017–18 second interim report. The CDE notes that a negative ending fund balance could jeopardize PTLAHS’s financial sustainability since liabilities cannot be covered even if all of PTLAHS’s assets were liquidated.
- As of January 31, 2018, PTLAHS’s net assets are a negative \$690,523. The PTLAHS debt ratio is 2.71, which means that PTLAHS’s total liabilities are more than approximately three times the value of its total assets. Furthermore, PTLAHS’s working capital ratio would drop negative 1.03, which means PTLAHS has no current assets to cover its current liabilities.

Fiscal Corrective Action Plan:

- The PTLAHS Board must provide CDE with a Board-approved Fiscal Corrective Action Plan (FCAP) that addresses each of the noted observations with specific explanations, actions, and timeframes for improving PTLAHS’s financial condition.
- The PTLAHS Board-approved FCAP must also include a detailed written narrative outlining the actions the PTLAHS Board will undertake to ensure pupil enrollment growth is maintained at the level approved by the SBE, and that any changes in enrollment will not significantly impact the academic or financial sustainability of the charter school.
- Additionally, the following documents must be submitted to the CDE:
 - The PTLAHS Board agenda with an action item for approval of the FCAP, submitted 72 hours in advance of the associated meeting
 - The PTLAHS Board-approved minutes, submitted **within 30 days** of the associated meeting

Please submit the requested FCAP and documents via e-mail to

SBEOVERSIGHT@cde.ca.gov **within three weeks from the date of this letter.**

Patricia Rogers, Board Chairperson
Xavier Reyes, Chief Executive Officer
Jose Salas, Principal
July 5, 2018
Page 3

If the PTLAHS Board is unable to provide the requested FCAP or documents, the CDE may request that the SBE consider further action, which may include issuing a Notice of Violation to the charter Board. A Notice of Violation is the first step in a potential Revocation.

If you have any questions or need any additional information regarding this letter, please contact Kylie Kwok, Education Fiscal Services Consultant, Charter Schools Division, by phone at 916-319-0498 or by e-mail at SBEOVERSIGHT@cde.ca.gov.

Sincerely,

/s/

Lisa F. Constancio, Director
Charter Schools Division

LFC:kk

cc: Karen Stapf Walters, Executive Director, California State Board of Education
Nick Schweizer, Deputy Superintendent, Systems Support Branch, California
Department of Education

**ALTA Public Schools
Fiscal Corrective Action Plan
July 2018**

ALTA Public Schools
Fiscal Corrective Action Plan
July 2018

OVERVIEW

ALTA Public Schools and Prepa Tec Los Angeles High School would like to acknowledge the State Board of Education Charter Office for all its support and guidance throughout PTLAHS' start-up phase. This plan aims to address the fiscal concerns shared by the SBE Charter Team at our meeting on June 5, 2018, to address PTLAHS' negative fund balance of (\$566,000) during first two years of operation. PTLAHS' administrative team has set the goal of balancing our budget by the end of year 4 of the charter. This action would include-restructuring within the guidelines written in our charter, and-building a surplus during years 3 and 4 of PTLAHS' charter. Recommended adjustments would balance our budget by the end of year 4 as follows:

FINANCES

Action	Amount
ACTION A - July 2018 PTLAHS has declined the LAUSD Prop 39 site awarded for the 2018-19 school year. All high school operations and instruction will take place at the 4210 E. Gage Avenue Campus. Consolidating our high school operations on one campus will create significant savings.	\$275,000
ACTION B - July 2018 All office and Support staff positions needed for the Prop 39 campus will be eliminated. Consolidating our high school operations on one campus will create significant savings.	\$105,000
ACTION C - 2018/19 School Year PTLAHS will reduce its teaching staff from 8 per grade level to 6. A master schedule will be designed to accommodate all three grade levels (9 th , 10 th , 11 th) on the Gage Campus. Teachers will teach subject matters across grades, as needed, which could not be done with separate campuses. Consolidating our high school operations on one campus will create significant savings.	\$420,000
Total	<u>\$800,000</u>

ACTION D – 2018/19 School Year

PTLAHS will continue successful outreach efforts from 2017-18 and develop new and improved outreach opportunities in 18/19.

- Goal 1 – Retain 75% OF PTLAMS students. We will build on the highly successful “partner” activities between PTLAMS 8th graders and PTLAHS students.
- Goal 2 – Continue to utilize APS outreach and family retention team in addition to a multi-pronged marketing approach.
- Goal 3 – Extend outreach efforts to the communities surrounding the Gage campus (Bell, Maywood, South Gate, etc.). Years 1 and 2 have been focused on South LA. In the following years outreach will be extended to surrounding communities.
- Goal 4 – Purchase and install signage on the Gage Campus to improve community awareness about our charter.
- Goal 5 – Begin Outreach “Open Houses” and partner trip in October 2018 as opposed to January or February as was conducted during the first 2 years of the charter.

PTLAHS anticipates that the 2018-19 school year enrollment will be as follows:

Grade	Total
9th	100
10th	110
11th	105
Total	315

These actions as stated in this Fiscal Corrective Action Plan should resolve our budget deficit from years 1 through 2 and will reflect fiscal solvency. ALTA Public schools recognizes the support from SBE in resolution of challenges during our charter start-up. The ALTA Public Schools board will review this plan on Tuesday, July 27, 2018.

**CDE letter dated June 14, 2019:
Fiscal Concerns on 2018–19 Second Interim Report
and Request for a Fiscal Corrective Action Plan**



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

June 14, 2019

Gregg Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Jamie Valenzuela-Mumau, Superintendent of Instruction
Alta Public Schools
2410 Broadway Avenue
Walnut Park, CA 90255

Cheree Montgomery, Principal
Prepa Tec Los Angeles High
4210 E. Gage Avenue
Bell, CA 90201

Dear Mr. Tanner, Mr. Reyes, Mr. Valenzuela-Mumau, and Principal Montgomery:

Subject: **Letter of Concern:** Fiscal Concerns on 2018–19 Second Interim Report and Request for a Fiscal Corrective Action Plan

The purpose of this letter is to inform the Prepa Tec Los Angeles High School (PTLAHS) Board of the California Department of Education's (CDE's) fiscal concerns regarding PTLAHS's financial condition, which includes a negative ending fund balance of \$202,038 and a zero percent reserve in the PTLAHS fiscal year (FY) 2018–19 second interim report.

In addition, the CDE previously sent PTLAHS a letter of concern, dated September 19, 2017, regarding the declining pupil enrollment, increasing negative net assets, negative ending fund balance of \$188,830, and a zero percent reserve in the FY 2016–17 second interim report.

The CDE also sent PTLAHS a letter of concern, dated July 5, 2018, regarding the negative ending fund balance of \$556,533 and a zero percent reserve in the FY 2017–18 second interim report.

Criteria:

- Pursuant to the Memorandum of Understanding (MOU) between PTLAHS and the State Board of Education (SBE), p. 14, the charter school is expected to maintain reserves at a level at least equivalent to a school district of similar size as identified in *California Code of Regulations*, Title 5 Section 15450.

Gregg Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Jamie Valenzuela-Mumau, Superintendent of Instruction
Cheree Montgomery, Principal
June 14, 2019
Page 2

- Pursuant to the MOU between PTLAHS and the SBE, pp. 15–16, PTLAHS’s enrollment must be consistent with the enrollment data described in the SBE-approved charter, or in an SBE-approved revised charter, or a change that could significantly impact the academic or financial sustainability of the charter school.
 - If a change in enrollment of 25 percent or more occurs, a material revision to the petition may be required.

Observations:

- PTLAHS reported a zero percent reserve for FY 2018–19; PTLAHS’s expected reserve level is five percent.
 - PTLAHS reported a negative ending fund balance of \$202,038 in the FY 2018–19 second interim report. The CDE notes that a negative ending fund balance could jeopardize PTLAHS’s financial sustainability since liabilities cannot be covered even if all of PTLAHS’s assets were liquidated.
 - As of January 31, 2019, PTLAHS’s net assets are a negative \$544,846. The PTLAHS debt ratio is 1.95, which means that PTLAHS’s total liabilities are almost two times the value of its total assets. Furthermore, PTLAHS’s working capital ratio would drop negative 0.58, which means PTLAHS has no current assets to cover its current liabilities.
- **Fiscal Corrective Action Plan:**
- The PTLAHS Board must provide CDE with a Board-approved Fiscal Corrective Action Plan (FCAP) that addresses each of the noted observations with specific explanations, actions, and timeframes for improving PTLAHS’s financial condition.
 - Additionally, the following documents must be submitted to the CDE:
 - The PTLAHS Board agenda with an action item for approval of the FCAP, submitted 72 hours in advance of the associated meeting
 - The PTLAHS Board-approved minutes, submitted within 30 days of the associated meeting

Please submit the requested FCAP and documents via email to SBEOVERSIGHT@cde.ca.gov within three weeks from the date of this letter.

Gregg Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Jamie Valenzuela-Mumau, Superintendent of Instruction
Cheree Montgomery, Principal
June 14, 2019
Page 3

If the PTLAHS Board is unable to provide the requested FCAP or documents, the CDE may request that the SBE consider further action, which may include issuing a Notice of Violation to the charter Board. A Notice of Violation is the first step in the charter revocation process.

If you have any questions or need any additional information regarding this letter, please contact Kylie Kwok, Education Fiscal Services Consultant, Charter Schools Division, by phone at 916-319-0498 or by email to SBEOVERSIGHT@cde.ca.gov.

Sincerely,

/s/

Lisa F. Constancio, Director
Charter Schools Division

LFC:kk

cc: Karen Stapf Walters, Executive Director, California State Board of Education
Khieem Jackson, Deputy Superintendent, Government Affairs and Charter
Schools Branch, California Department of Education

Sent via First Class Mail and Email to:

g.tanner@altaps.org

x.reyes@altaps.org

j.valenzuela@altaps.org

c.montgomery.hs@prepatec.org

Email from Xavier Reyes dated June 28, 2019
Subject line: HS Budget

From: Xavier Reyes [<mailto:x.reyes@altaps.org>]

Sent: Friday, June 28, 2019 9:00 AM

To: Matthew Huddleston <MHuddleston@cde.ca.gov>; Jamie Valenzuela <j.valenzuela@altaps.org>; Victor Aguirre <v.aguirre.hs@prepatec.org>; Spencer Styles <sstyles@charterimpact.com>; Greg Tanner <g.tanner@altaps.org>

Subject: HS Budget

Matthew -

Hope you're doing well. As you are very well aware, PTLAH's financial issues began in the 2016-17 school year with low enrollment as a new program in the community, combined with typically high start up costs. While the school had received the Federal PCSGP grant, the first year of operations resulted in a \$330k

deficit. In the second year of operations (2017-18 school year), some difficulty continued as enrollment grew, but remained low as compared to the initial financial plan. While the PCSGP grant continue to support the purchases of start-up costs, additional costs were incurred as a part of setting up the IB program. This once again resulted in a deficit for the year of \$548k, leaving a larger negative fund balance of nearly \$880k.

The school's third year of operations (2018-19) was the financial turning point. Enrollment continued to grow and ADA reached 265.59 at P2. The school's start-up expenses significantly decreased and focus was turned to on ongoing operational needs. While maintaining an average student teacher ratio of less than 25:1 and ensuring a solid instructional program, significant operational efficiencies were achieved. In other words, the student base and revenue grew, but several significant operating expenses such as classified staff, benefits, and facility costs did not. This resulted in a currently projected surplus of \$680k. Not only does this single year surplus fill the deficit from the preceding year, but also offsets the year 1 deficit by 1/3. While the ending fund balance is projected to be negative in year 3 of operations, the school's operations are now able to generate surpluses.

Looking forward, the board-approved budget for the 2019-20 school year is based on 368 students in grades 9-12. This significant increase in students and the resulting revenue is being specifically directed to additional teaching/instructional staff, requisite expansion of facilities and restoring the fund balance. Similar to year 3, the school continues to operate with increased efficiency as classified staff, benefits, books and supplies, and operations and housekeeping do not increase proportionately. The budgeted surplus for the school year is \$305k, leaving a positive ending fund balance over \$100k. While the budget was drafted with conservative spending estimates, the school will continue working to reduce costs where possible at or before the start of the year and to increase enrollment to ensure the actual ending fund balance is in excess of \$150k, above the 3% reserve level.

To ensure the budget and financial plan referenced above is achieved, PTLAH (through Alta Public Schools) has re-engaged Charter Impact as the business management firm. Well experienced with financial turnarounds, Charter Impact and its Principal, Spencer Styles, will prepare updated forecasts for the Board no less than monthly. This active management of the budget will allow for real-time trend analysis of enrollment, monitoring of spending and hiring and ensure full transparency to the Board. With timely and accurate financial analysis, PTLAH will have the tools necessary to make decisions and cut costs as necessary if enrollment or attendance decreases.

In addition to monitoring the 2019-20 progress toward fiscal stability, Charter Impact will also maintain a 5-year projection to ensure that decisions made by PTLAH will not only be financially prudent within the budget year but will also have a positive impact for years to come. The attached is a multi-year projection based on the conservative expense assumptions for the 2019-20 school year.

--

Sincerely,

Xavier Reyes, Founder and CEO
Alta Public Schools

Visit or Join [ALTA PUBLIC SCHOOLS](#) and [ALWAYS Learn • Rigor • Family • Lead](#)

**Attachment to email:
Prepa Tec Los Angeles High School
Multi-Year Forecast
Revised 6/6/19**

Prepa Tec Los Angeles High School

Multi-Year Forecast

Revised 6/6/19



	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
	Audited	Forecast	Budget	Budget	Budget	Budget
Assumptions						
LCFF COLA	1.56%	3.70%	3.26%	3.00%	2.80%	0.00%
Non-LCFF Revenue COLA	n/a	n/a	0.00%	0.00%	0.00%	0.00%
Expense COLA (salary increases are 3%)	n/a	n/a	2.00%	2.00%	2.00%	2.00%
Enrollment	224.00	287.00	368.04	368.04	368.04	368.04
Average Daily Attendance	206.74	265.59	345.96	345.96	345.96	345.96
Attendance Rate	92.29%	92.54%	94.00%	94.00%	94.00%	94.00%
Revenues						
State Aid - Revenue Limit	2,374,326	3,482,529	4,396,982	4,536,664	4,663,666	4,663,666
Federal Revenue	536,830	459,507	370,829	380,875	380,875	380,875
Other State Revenue	311,245	633,109	670,806	543,837	551,823	560,049
Other Local Revenue	10,063	4,180	5,426	5,426	5,426	5,426
Total Revenue	\$ 3,232,464	\$ 4,579,325	\$ 5,444,043	\$ 5,466,801	\$ 5,601,789	\$ 5,610,015
Expenses						
Certificated Salaries	1,023,347	1,003,583	1,515,833	1,561,308	1,608,148	1,656,392
Classified Salaries	271,659	187,744	201,086	207,119	213,332	219,732
Benefits	345,383	364,355	536,152	597,929	618,706	628,839
Books and Supplies	575,397	429,431	361,792	369,028	376,408	383,936
Subagreement Services	145,658	241,152	180,354	183,961	187,640	191,393
Professional/Consulting Services	486,117	678,638	1,002,425	899,302	921,275	922,972
Facilities, Repairs and Other Leases	497,024	394,125	620,487	612,969	625,206	637,795
Operations and Housekeeping	79,582	135,066	184,065	187,746	191,501	195,331
Depreciation	293,441	402,571	448,799	448,799	448,799	402,571
Interest	63,287	59,249	88,033	-	-	-
Total Expenses	\$ 3,780,896	\$ 3,895,914	\$ 5,139,026	\$ 5,068,161	\$ 5,191,016	\$ 5,238,961
Surplus (Deficit)	\$ (548,432)	\$ 683,411	\$ 305,017	\$ 398,640	\$ 410,773	\$ 371,054
Fund Balance, Beginning of Year	\$ (331,204)	\$ (879,636)	\$ (196,224)	\$ 108,793	\$ 507,432	\$ 918,205
Fund Balance, End of Year	\$ (879,636)	\$ (196,224)	\$ 108,793	\$ 507,432	\$ 918,205	\$ 1,289,259
	-23.3%	-5.0%	2.1%	10.0%	17.7%	24.6%
Cash Flow Adjustments						
Cash Flow Adjustments	510,783	(540,656)	(333,275)	(184,755)	103,583	352,879
Total Change in Cash	(37,649)	142,755	(28,258)	213,885	514,356	723,933
Cash, Beginning of Year	42,990	5,491	148,247	119,989	333,874	848,230
Cash, End of Year	\$ 5,341	\$ 148,247	\$ 119,989	\$ 333,874	\$ 848,230	\$ 1,572,163
Days Cash on Hand		52.15	42.43	53.85	92.92	145.75
Coverage		261.49%	365.24%	328.88%	325.35%	305.44%
Coverage Minimum		110%	110%	110%	100%	100%

**CDE letter dated August 18, 2020:
Letter of Concern: Fiscal Concerns on 2020–21
Preliminary Budget Report and Request for a Fiscal
Corrective Action Plan**



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

August 18, 2020

Gregg Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Jamie Valenzuela-Mumau, Superintendent of Instruction
Alta Public Schools
2410 Broadway Avenue
Walnut Park, CA 90255

Victor Aguirre, Principal
Prepa Tec Los Angeles High
4210 E. Gage Avenue
Bell, CA 90201

Dear Mr. Tanner, Mr. Reyes, Mr. Valenzuela-Mumau, and Principal Aguirre:

Subject: **Letter of Concern:** Fiscal Concerns on 2020–21 Preliminary Budget Report
and Request for a Fiscal Corrective Action Plan

The purpose of this letter is to inform the Prepa Tec Los Angeles High School (PTLAHS) Board of the California Department of Education's (CDE's) fiscal concerns regarding PTLAHS's financial condition, which includes a negative ending fund balance of \$416,573 and a zero percent reserve in the PTLAHS's fiscal year (FY) 2020–21 preliminary budget report. PTLAHS is considered to be in poor financial condition in the August 2017, August 2018, August 2019, and August 2020 State Board of Education Fiscal Memorandum. A charter school in poor financial condition is in danger of jeopardizing its fiscal operations going forward. PTLAHS is currently managed by Alta Public Schools.

To date, the CDE has sent the following letters of concern:

- PTLAHS received a letter dated June 14, 2019, regarding negative ending fund balances of \$202,038, and a zero percent reserve in the PTLAHS's FY 2018–19 second interim report. PTLAHS submitted a Fiscal Corrective Action Plan (FCAP) with an updated budget that reflected an operative surplus of \$683,411 in FY 2018–19, but with a negative ending fund of \$196,224. PTLAHS was expecting a positive ending fund balance of \$108,793 in FY 2019–20 based on an enrollment projection of 368 pupils with the addition of grade twelve.

Gregg Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Jamie Valenzuela-Mumau, Superintendent of Instruction
Victor Aguirre, Principal
August 18, 2020
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- PTLAHS received a letter dated July 5, 2018, regarding the negative ending fund balance of \$556,533 and a zero percent reserve in the FY 2017–18 second interim report. PTLAHS submitted a FCAP with a budget adjustment of \$380,000 for FY 2017–18 due to consolidating high school operations on one campus and eliminating office and support staff positions. PTLAHS also had a budget adjustment of \$420,000 by reducing teaching staff from eight to six per each grade level.
- PTLAHS received a letter dated September 19, 2017, regarding the declining pupil enrollment, increasing negative net assets, negative ending fund balance of \$188,830, and a zero percent reserve in the FY 2016–17 second interim report. PTLAHS was approved for a material revision by the State Board of Education in September 2017 to decrease enrollment projections, revenue and expenditures, and a budget revision with a projected ending fund balance and seven percent reserves.

Criteria:

- Pursuant to the Memorandum of Understanding (MOU) between PTLAHS and the State Board of Education (SBE), the charter school is expected to maintain reserves at a level at least equivalent to a school district of similar size as identified in California Code of Regulations, Title 5 Section 15450.
- Pursuant to the MOU between PTLAHS and the SBE, PTLAHS's enrollment must be consistent with the enrollment data described in the SBE-approved charter or in an SBE-approved revised charter.

Observations:

- PTLAHS reported a zero percent reserve for FY 2020–21; PTLAHS's expected reserve level is five percent.
- PTLAHS reported a negative ending fund balance of \$416,573 in the FY 2020–21 second interim report. The CDE notes that a negative ending fund balance could jeopardize PTLAHS's financial sustainability since liabilities cannot be covered even if all of PTLAHS's assets were liquidated.
- As of May 31, 2020, PTLAHS's net assets are a negative \$185,981. The PTLAHS debt ratio is 2.34, which means that PTLAHS's total liabilities are approximately two times the value of its total assets. Furthermore, PTLAHS's working capital ratio would drop negative 2.09, which means PTLAHS has no current assets to cover its current liabilities.

Gregg Tanner, Board Chairperson

Xavier Reyes, Chief Executive Officer

Jamie Valenzuela-Mumau, Superintendent of Instruction

Victor Aguirre, Principal

August 18, 2020

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Fiscal Corrective Action Plan:

- The PTLAHS Board must provide the CDE with a Board-approved Fiscal Corrective Action Plan (FCAP) that addresses each of the noted observations with specific explanations, actions, and timeframes for improving PTLAHS's financial condition.
- Additionally, the following documents must be submitted to the CDE:
 - The PTLAHS Board agenda with an action item for approval of the FCAP, submitted 72 hours in advance of the associated meeting
 - The PTLAHS Board-approved minutes, submitted within 30 days of the associated meeting

Please submit the requested FCAP and documents via email to

SBEOVERSIGHT@cde.ca.gov **within five weeks from the date of this letter.**

If the PTLAHS Board is unable to provide the requested FCAP or documents, the CDE may request that the SBE consider further action, which may include issuing a Notice of Violation to the charter Board. A Notice of Violation is the first step in the charter revocation process.

If you have any questions or need any additional information regarding this letter, please contact Kylie Kwok, Education Fiscal Services Consultant, Charter Schools Division, by phone at 916-319-0498 or by email to SBEOVERSIGHT@cde.ca.gov.

Sincerely,

/s/

Stephanie Farland, Director
Charter Schools Division

SF:kk

cc: Karen Stapf Walters, Executive Director, California State Board of Education

Gregg Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Jamie Valenzuela-Mumau, Superintendent of Instruction
Victor Aguirre, Principal
August 18, 2020
Page 4

Lisa Constancio, Deputy Superintendent, Operations and Administration Branch,
California Department of Education

Sent via First Class Mail and Email to:

g.tanner@altaps.org

x.reyes@altaps.org

j.valenzuela@altaps.org

v.aguirre.hs@prepatec.org

**Alta Public Schools reply dated September 14, 2020:
Fiscal Concerns for 2020–21 Preliminary Budget Report
and Request for a Fiscal Corrective Action Plan**



September 14, 2020

Stephanie Farland
Director, Charter School Division
California State Board of Education
1430 N. Street, Sacramento, CA 95814

RE: Fiscal Concerns for 2020–21 Preliminary Budget Report and Request for a Fiscal Corrective Action Plan, 8/18/2020

Dear Stephanie Farland:

All of us in the Alta Public Schools community hope this letter finds you well. We are pleased to report that, in relation to Prepa Tech LA High, our negative net asset position continues to improve and that we are projected to have a positive net asset balance by the next fiscal year. The following provides background information to highlight our journey and analysis to support our positive projections.

When first approved in 2016, Prepa Tec LA High began school operations sharing space with our middle school in a leased private facility. We had a firm plan in place to grow enrollment, maintain fiscal solvency going forward, and a plan for facilities growth. Our plan for the permanent high school facility was to slowly develop it over time as our enrollment increased each year.

In the Fall of 2017, we occupied a Prop. 39 site on the Huntington Park High School grounds. The bungalows appeared to meet our needs. They had adequate space to hold all our International Baccalaureate 9th and 10th grade students. However, shortly after our occupancy, we found that the location was unworkable due to factors including student safety and environmental concerns such as nonfunctioning air-conditioning. Some of our parents express concerns and we felt we would lose students. LAUSD was not immediately responsive and we felt the need to leave, thereby accelerating our facility plans three-years ahead of schedule. The change of plans impacted our finances. At that time, we were very close to a positive net assets financial position. However, despite all the financial and facilities issues associated with our growth, we have a new high school facility, we have graduated our first class in June 2020, and we have had outstanding results. We are the high school with the highest college entrance in the region and one of the high schools with the highest graduation rates.

On the issue of enrollment, we believe that the problems referenced above associated with our time at the Prop 39 location adversely affected our student enrollment for several years. In FY19-20, the school had anticipated enrollment of 372. However, actual enrollment was at 336 and P2 ADA at 317. This reduction in enrollment caused state aid to be lower than budget by approximately \$362,000. Additionally, the SB740 facilities grant amount to the school was also affected by its lower enrollment and by a state-wide reduction in program dollars. Specifically, the SB740 grant allocation to the school was decreased by \$112,000. The reduction in state aid due to enrollment and SB740 were the main factors of the revenue decrease causing the ending funding balance to remain negative at the end of FY19-20.

California Department of Education Letters of Concern Attachment 9
and Prepa Tec Los Angeles High Responses Page 113 of 129

RE: Fiscal Concerns for 2020–21 Preliminary Budget Report and Request for a Fiscal Corrective Action Plan,
8/18/2020

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As for FY20-21 preliminary budget submitted to the CDE, the budget assumed a funding cut of 7.92% based on the Governor's May 2020 revision. At this reduced rate, state aid decreased by \$339,000 at 336 ADA. Subsequently, with the state funding being reinstated, and additional CARES federal funding awarded to PTLAH, there will likely be an increase in the surplus and significant improvement to the ending fund balance by the end of FY20-21. Moreover, Alta Public Schools received \$1.5 Million in Payroll Protection Loan which upon forgiveness will provide an additional \$400,000 of revenue. PTLAH is also projecting an increase in the student enrollment beginning in FY21-22 as the new middle school facility financed by a recent bond deal will drive new enrollment for the high school.

Our Plan is to continue to monitor expenses to keep a healthy financial condition while dedicating more time on the needs of local families that are looking for a school with the best college entrance percentages and a great "college-going" culture. In addition, our new middle school facility is nearing completion and we expect that to drive higher enrollment at PTLAH. We are confident that we will have increasing enrollment.

As a result of the factors mentioned above and based on our strategy to increase enrollment, PTLAH is projected to continue to have fund balance improvement with a projection of turning positive in FY21-22. We are extremely excited about our prospects and our continuing positive impact in our community. Please do not hesitate to contact us should you have any further questions regarding our financial analysis and projections and on our strategy to increase our student enrollment.

Sincerely,



Gregory Tanner,
APS Board Chair

**Attachment to reply:
Prepa Tec Los Angeles High
Multi-Year Forecast
Revised 9/2/20**



Multi-Year Forecast

Revised 9/2/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
Assumptions						
LCFF COLA	n/a	0.00%	0.00%	0.00%	0.00%	0.00%
Non-LCFF Revenue COLA	n/a	n/a	0.00%	0.00%	0.00%	0.00%
Expense COLA	n/a	2.00%	2.00%	2.00%	2.00%	2.00%
Enrollment	334.00	356.00	430.00	460.00	460.00	480.00
Average Daily Attendance	317.30	338.20	408.50	437.00	437.00	456.00
Revenues						
State Aid - Revenue Limit						
8011 LCFF State Aid	\$ 3,971,941	\$ 4,237,643	\$ 5,118,659	\$ 5,471,531	\$ 5,474,689	\$ 5,712,241
8012 Education Protection Account	63,460	67,640	81,700	87,400	87,400	91,200
8019 State Aid - Prior Year	(397)	-	-	-	-	-
8096 In Lieu of Property Taxes	-	-	-	-	-	-
	<u>4,035,004</u>	<u>4,305,283</u>	<u>5,200,359</u>	<u>5,558,931</u>	<u>5,562,089</u>	<u>5,803,441</u>
Federal Revenue						
8181 Special Education - Entitlement	38,329	44,642	53,922	57,684	53,922	56,266
8182 Special Education - Discretionary	-	-	-	-	-	-
8220 Federal Child Nutrition	62,368	185,068	223,537	239,133	239,133	249,530
8290 Title I, Part A - Basic Low Income	95,914	160,031	193,296	206,782	206,782	215,772
8291 Title II, Part A - Teacher Quality	13,443	18,120	21,887	23,413	23,413	24,431
8293 Title III - Limited English	-	8,658	10,458	11,187	11,187	11,674
8294 Title V, Part B - PCSG	-	-	-	-	-	-
8295 Charter Facility Incentive Grant	-	-	-	-	-	-
8296 Other Federal Revenue	88,515	588,857	10,000	10,000	10,000	10,000
8299 Prior Year Federal Revenue	155,331	-	-	-	-	-
	<u>453,899</u>	<u>1,005,377</u>	<u>513,099</u>	<u>548,199</u>	<u>544,437</u>	<u>567,674</u>
Other State Revenue						
8311 State Special Education	163,389	202,967	245,157	262,261	262,261	273,664
8520 Child Nutrition	5,012	17,517	21,158	22,635	22,635	23,619
8545 School Facilities (SB740)	284,753	360,386	406,335	443,378	452,246	481,347
8550 Mandated Cost	12,448	14,872	15,851	19,146	20,482	20,482
8560 State Lottery	62,568	70,007	84,560	90,459	90,459	94,392
8598 Prior Year Revenue	17,910	-	-	-	-	-
8599 Other State Revenue	5,519	299,015	299,015	299,015	299,015	299,015
	<u>551,599</u>	<u>964,765</u>	<u>1,072,077</u>	<u>1,136,894</u>	<u>1,147,098</u>	<u>1,192,518</u>
Other Local Revenue						
8634 Food Service Sales	-	-	-	-	-	-
8650 Lease and Rental Income	-	-	-	-	-	-
8660 Interest Revenue	-	-	-	-	-	-
8689 Other Fees and Contracts	234	-	-	-	-	-
8698 ASB Fundraising	-	-	-	-	-	-
8699 School Fundraising	22,764	5,749	6,945	7,429	7,429	7,752
8980 Contributions, Unrestricted	-	-	-	-	-	-
8990 Contributions, Restricted	1,000	-	-	-	-	-
	<u>23,999</u>	<u>5,749</u>	<u>6,945</u>	<u>7,429</u>	<u>7,429</u>	<u>7,752</u>
Total Revenue	\$ 5,064,501	\$ 6,281,174	\$ 6,792,480	\$ 7,251,454	\$ 7,261,053	\$ 7,571,385
Expenses						
Certificated Salaries						
1100 Teachers' Salaries	1,318,762	1,479,866	1,779,866	1,839,866	1,839,866	1,959,866
1170 Teachers' Substitute Hours	-	-	-	-	-	-
1175 Teachers' Extra Duty/Stipends	18,708	12,000	12,000	12,000	12,000	12,000
1200 Pupil Support Salaries	-	-	-	-	-	-

Prepa Tec Los Angeles High

Multi-Year Forecast

Revised 9/2/20



	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
1300 Administrators' Salaries	203,927	293,286	293,286	293,286	293,286	293,286
1900 Other Certificated Salaries	51,898	182,613	182,613	182,613	182,613	182,613
	<u>1,593,294</u>	<u>1,967,764</u>	<u>2,267,764</u>	<u>2,327,764</u>	<u>2,327,764</u>	<u>2,447,764</u>
Classified Salaries						
2100 Instructional Salaries	33,139	148,378	148,378	148,378	148,378	148,378
2200 Support Salaries	38,063	-	-	-	-	-
2300 Classified Administrators' Salaries	-	-	-	-	-	-
2400 Clerical and Office Staff Salaries	81,990	75,254	75,254	75,254	75,254	75,254
2900 Other Classified Salaries	108,355	82,739	82,739	82,739	82,739	82,739
	<u>261,547</u>	<u>306,372</u>	<u>306,372</u>	<u>306,372</u>	<u>306,372</u>	<u>306,372</u>
Benefits						
3101 STRS	250,451	317,794	363,296	416,670	416,670	438,150
3202 PERS	374	69,546	75,367	77,818	79,963	80,576
3301 OASDI	6,480	18,995	18,995	18,995	18,995	18,995
3311 Medicare	25,796	32,975	37,325	38,195	38,195	39,935
3401 Health and Welfare	148,947	148,350	169,850	174,150	174,150	182,750
3501 State Unemployment	9,000	21,560	24,010	24,500	24,500	25,480
3601 Workers' Compensation	18,797	31,838	36,038	36,878	36,878	38,558
3901 Other Benefits	-	-	-	-	-	-
	<u>459,845</u>	<u>641,058</u>	<u>724,881</u>	<u>787,206</u>	<u>789,351</u>	<u>824,444</u>
Books and Supplies						
4100 Textbooks and Core Curricula	(2,530)	48,000	49,137	53,617	54,689	58,208
4200 Books and Other Materials	39,608	8,000	9,856	10,755	10,970	11,676
4302 School Supplies	37,927	217,015	227,367	248,095	253,057	269,340
4305 Software	25,450	23,804	29,327	32,001	32,641	34,741
4310 Office Expense	15,336	7,538	9,286	10,133	10,336	11,001
4311 Business Meals	712	366	450	491	501	534
4312 School Fundraising	-	-	-	-	-	-
4400 Noncapitalized Equipment	29,814	548,857	30,411	33,183	33,847	36,024
4700 Food Services	163,458	202,585	249,590	272,343	277,790	295,665
	<u>309,775</u>	<u>1,056,165</u>	<u>605,425</u>	<u>660,617</u>	<u>673,829</u>	<u>717,189</u>
Subagreement Services						
5101 Nursing	-	-	-	-	-	-
5102 Special Education	99,003	115,101	141,807	154,735	157,829	167,985
5103 Substitute Teacher	38,611	33,667	41,479	45,260	46,165	49,136
5104 Transportation	1,988	16,000	19,712	21,509	21,940	23,351
5105 Security	4,845	3,976	4,899	5,345	5,452	5,803
5106 Other Educational Consultants	11,350	4,042	4,122	4,205	4,289	4,375
5107 IB Fees	47,769	43,802	44,678	45,572	46,483	47,413
	<u>203,566</u>	<u>216,588</u>	<u>256,698</u>	<u>276,626</u>	<u>282,159</u>	<u>298,063</u>
Operations and Housekeeping						
5201 Auto and Travel	1,589	1,718	2,116	2,309	2,355	2,507
5300 Dues & Memberships	(1,118)	1,756	2,163	2,361	2,408	2,563
5400 Insurance	23,196	32,603	40,168	43,830	44,706	47,583
5501 Utilities	55,875	47,890	49,002	53,469	54,539	58,048
5502 Janitorial Services	5,692	4,800	5,914	6,453	6,582	7,005
5516 Miscellaneous Expense	-	-	-	-	-	-
5531 ASB Fundraising Expense	-	-	-	-	-	-
5900 Communications	45,422	30,000	29,961	32,692	33,346	35,492
5901 Postage and Shipping	238	599	738	805	821	874
	<u>130,895</u>	<u>119,366</u>	<u>130,062</u>	<u>141,919</u>	<u>144,757</u>	<u>154,072</u>
Facilities, Repairs and Other Leases						
5601 Rent	543,600	543,600	561,408	612,588	624,839	665,046

Prepa Tec Los Angeles High

Multi-Year Forecast

Revised 9/2/20



	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
5602 Additional Rent	-	39,775	40,570	44,269	45,154	48,060
5603 Equipment Leases	48,035	31,099	31,721	34,613	35,305	37,577
5604 Other Leases	11,246	4,800	4,896	5,342	5,449	5,800
5605 Real/Personal Property Taxes	-	14,870	15,168	16,551	16,882	17,968
5610 Repairs and Maintenance	37,381	26,459	26,988	29,449	30,038	31,971
	<u>640,262</u>	<u>660,604</u>	<u>680,752</u>	<u>742,811</u>	<u>757,667</u>	<u>806,421</u>
Professional/Consulting Services						
5801 IT	-	5,000	6,160	6,722	6,856	7,297
5802 Audit & Taxes	-	18,000	18,360	18,727	19,102	19,484
5803 Legal	(2,708)	4,216	4,300	4,386	4,474	4,564
5804 Professional Development	36,930	5,722	7,049	7,692	7,846	8,350
5805 General Consulting	25,737	21,100	25,996	28,366	28,933	30,795
5806 Special Activities/Field Trips	17,122	24,064	29,647	32,350	32,997	35,120
5807 Bank Charges	65	705	869	948	967	1,029
5808 Printing	-	2,375	2,926	3,193	3,257	3,467
5809 Other taxes and fees	8,778	4,099	5,050	5,511	5,621	5,983
5810 Payroll Service Fee	-	-	-	-	-	-
5811 Management Fee	856,626	861,041	930,570	993,449	994,764	1,037,280
5812 District Oversight Fee	42,644	43,053	52,004	55,589	55,621	58,034
5813 County Fees	6,934	8,262	10,179	11,107	11,329	12,058
5814 SPED Encroachment	-	9,904	11,963	12,798	12,647	13,197
5815 Public Relations/Recruitment	-	8,000	28,160	28,723	29,298	29,884
	<u>992,128</u>	<u>1,015,541</u>	<u>1,133,233</u>	<u>1,209,561</u>	<u>1,213,711</u>	<u>1,266,541</u>
Depreciation						
6900 Depreciation Expense	409,560	147,539	147,539	147,539	147,539	147,539
	<u>409,560</u>	<u>147,539</u>	<u>147,539</u>	<u>147,539</u>	<u>147,539</u>	<u>147,539</u>
Interest						
7438 Interest Expense	59,555	49,939	114,002	3,333	663	-
	<u>59,555</u>	<u>49,939</u>	<u>114,002</u>	<u>3,333</u>	<u>663</u>	<u>-</u>
Total Expenses	\$ 5,060,428	\$ 6,180,936	\$ 6,366,728	\$ 6,603,748	\$ 6,643,812	\$ 6,968,405
Surplus (Deficit)	\$ 4,074	\$ 100,238	\$ 425,752	\$ 647,705	\$ 617,241	\$ 602,980
Fund Balance, Beginning of Year	\$ (489,792)	\$ (485,718)	\$ (385,480)	\$ 40,271	\$ 687,977	\$ 1,305,218
Fund Balance, End of Year	\$ (485,718)	\$ (385,480)	\$ 40,271	\$ 687,977	\$ 1,305,218	\$ 1,908,197
	-9.6%	-6.2%	0.6%	10.4%	19.6%	27.4%
Cash Flow Adjustments						
Surplus (Deficit)	4,074	100,238	425,752	647,705	617,241	602,980
Cash Flows From Operating Activities						
Depreciation/Amortization	409,560	147,539	147,539	147,539	147,539	147,539
Public Funding Receivables	(333,337)	(1,780,033)	1,437,997	(1,840)	36,381	(65,966)
Grants and Contributions Rec.	(41,213)	-	-	-	-	-
Due To/From Related Parties	(603,659)	500,000	(100,000)	(300,000)	(300,000)	-
Prepaid Expenses	(73,972)	-	-	-	-	-
Other Assets	68,200	-	-	-	-	-
Accounts Payable	(115,894)	23,703	(14,376)	90	(354)	745
Accrued Expenses	896,293	(830,000)	-	-	-	-
Other Liabilities	21,006	-	-	-	-	-
Cash Flows From Investing Activities						
Purchases of Prop. And Equip.	(91,465)	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-
Cash Flows From Financing Activities						

Prepa Tec Los Angeles High

Multi-Year Forecast

Revised 9/2/20



	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
Proceeds from Factoring	1,187,545	-	-	-	-	-
Payments on Factoring	(1,187,545)	-	-	-	-	-
Proceeds(Payments) on Debt	(156,216)	1,795,876	(1,895,872)	(449,998)	-	-
Total Change in Cash	(16,623)	(42,677)	1,039	43,496	500,807	685,298
Cash, Beginning of Year	95,620	78,997	36,320	37,359	80,856	581,663
Cash, End of Year	\$ 78,997	\$ 36,320	\$ 37,359	\$ 80,856	\$ 581,663	\$ 1,266,961

**CDE letter dated March 5, 2021:
30-Day Notice to Prepa Tec Los Angeles High Pursuant
to California *Education Code* Section 47607(e)**



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

March 5, 2021

Gregg Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Alta Public Schools
2410 Broadway Avenue
Walnut Park, CA 90255

Victor Aguirre, Administrator
Prepa Tec Los Angeles High
4210 East Gage Street
Bell, CA 90201

Dear Mr. Tanner, Mr. Reyes, and Mr. Aguirre:

Subject: 30-Day Notice to Prepa Tec Los Angeles High Pursuant to California *Education Code* Section 47607(e)

This notice is in regards to the renewal petition for Prepa Tec Los Angeles High (PTLAH), which is currently authorized by the State Board of Education (SBE) with a term ending on June 30, 2021.

PTLAH submitted its renewal appeal to the SBE on January 8, 2021, after denial by the Los Angeles Unified School District. It is currently anticipated that this appeal will be heard by the Advisory Commission on Charter Schools on April 13, 2021, and by the SBE on May 12–13, 2021.

California *Education Code (EC)* Section 47607(e) provides the following:

The chartering authority may deny renewal of a charter school upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or is not serving all pupils who wish to attend, as documented pursuant to subdivision (d). The chartering authority may deny renewal of a charter school under this subdivision only after it has provided at least 30 days' notice to the charter school of the alleged violation and provided the charter school with a reasonable opportunity to cure the violation, including a corrective action plan proposed by the charter school.

The chartering authority may deny renewal of the charter school only by making either of the following findings:

Mr. Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Victor Aguirre, Administrator
March 5, 2021
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1. The corrective action proposed by the charter school has been unsuccessful.
2. The violations are sufficiently severe and pervasive as to render a corrective action plan unviable.

Pursuant to *EC* Section 47607(e), the California Department of Education (CDE) is providing notice to PTLAH of its finding that PTLAH is demonstrably unlikely to successfully implement the program set forth in its petition due to substantial fiscal factors. The substantial fiscal factors that support the CDE's findings are as follows:

- PTLAH reported a 0 percent reserve for fiscal year (FY) 2020–21. Per PTLAH's Memorandum of Understanding with the SBE, PTLAH's is to maintain a reserve of 5 percent.
- PTLAH reported a negative ending fund balance of \$274,012 in the FY 2020–21 first interim report. The CDE notes that a negative ending fund balance could jeopardize PTLAH's financial sustainability since liabilities cannot be covered even if all of PTLAH's assets were liquidated.
- As of October 31, 2020, PTLAH's net assets are negative \$952,241. The PTLAH debt ratio is 2.34, which means that PTLAH's total liabilities are approximately two times the value of its total assets. Furthermore, PTLAH's working capital ratio would drop to 0.18, which means PTLAH has no current assets to cover its current liabilities.

It is noted that over the course of its oversight, the SBE has issued four letters to PTLAH outlining the following fiscal concerns. The school has provided sufficient responses to the September 19, 2017; July 5, 2018; and June 14, 2019, letters. However, the concerns addressed in the August 18, 2020, letter remain unresolved and are reiterated in this notice.

- A letter was sent on August 18, 2020, regarding the school's negative ending fund balance and no reserves in its FY 2020–21 preliminary budget report.
- A letter was sent on June 14, 2019, regarding the school's negative ending fund balance and no reserves in its FY 2018–19 second interim report.

PTLAH submitted a Fiscal Corrective Action Plan (FCAP) with an updated budget that reflected an operative surplus of \$683,411 in FY 2018–19 but with a negative ending fund of \$196,224. PTLAH was expecting a positive ending fund balance of \$108,793 in FY 2019–20 based on an enrollment projection of 368 pupils with the addition of grade twelve.

Mr. Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Victor Aguirre, Administrator
March 5, 2021
Page 3

- A letter was sent on July 5, 2018, regarding the school's negative ending fund balance and no reserves in its FY 2017–18 second interim report.

PTLAH submitted an FCAP with a budget adjustment of \$380,000 for FY 2017–18 due to consolidating high school operations on one campus and eliminating office and support staff positions. PTLAH also had a budget adjustment of \$420,000 by reducing teaching staff from eight to six per each grade level.

- A letter was sent on September 19, 2017, regarding the school's declining pupil enrollment, no reserves, negative ending fund balance, and increasing negative net assets in its FY 2016–17 second interim report.

PTLAH was approved for a material revision by the SBE in September 2017 to decrease enrollment projections, revenue and expenditures, and a budget revision with a projected ending fund balance and 7 percent reserves.

OPPORTUNITY TO CURE AND CORRECTIVE ACTIONS

- The PTLAH Board must provide the CDE with a Board-approved FCAP that addresses each of the noted observations with specific explanations, actions, and timeframes for curing PTLAH's financial condition.
- Additionally, the following documents must be submitted to the CDE:
 - The PTLAH Board agenda with an action item for approval of the FCAP, submitted 72 hours in advance of the associated meeting
 - The PTLAH Board-approved minutes, submitted within 30 days of the associated meeting

The CDE requests a written response, including a proposed corrective action plan, from PTLAH by **5 p.m. on Monday, April 5, 2021**. All documentation must be submitted via email to sbeoversight@cde.ca.gov.

If you have any questions or would like additional information regarding this notice, please contact the Charter Schools Division via email at sbeoversight@cde.ca.gov or via phone at 916-322-6029.

Sincerely,

/s/

Stephanie Farland, Director
Charter Schools Division

Mr. Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Victor Aguirre, Administrator
March 5, 2021
Page 4

SF:mh

cc: Brooks Allen, Executive Director, California State Board of Education
Lisa Constancio, Deputy Superintendent, Operations and Administration Branch,
California Department of Education

Sent via Email:

g.tanner@altaps.org

x.reyes@altaps.org

v.aguirre.hs@prepatec.org

**Alta Public Schools reply dated March 9, 2021:
30-Day Notice to Prepa Tec Los Angeles High Pursuant
to California *Education Code* Section 47607(e)**



March 9, 2021

Stephanie Farland
 Charter School Division
 California Department of Education
 Email: sbeoversight@cde.ca.gov

Via Email Only

Subject: 30-Day Notice to Prepa Tec Los Angeles High Pursuant to California Education Code Section 47607(e)

Dear Ms. Farland:

In reference to the letter received regarding the 30-Day Notice to Prepa Tec Los Angeles High and Opportunity to Cure in the subject above, dated March 5, 2021, our response to the concern raised are as discussed below to address the fiscal condition of Prepa Tec Los Angeles High School's (PTLAH).

At the onset, PTLAHS ran into a series of challenges with the facility at Huntington Park High School's Prop 39 site. The facility lacked functioning amenities including air conditioning and more importantly student safety causing an accelerated facility plans 3 years ahead of schedule. The accelerated plan was put in place to maintain student enrollment and address growing parents concern regarding their student's safety. This acceleration put a strain on the finances with deficit spending resulting in negative net asset balance since inception. With the new facility at 4210 E. Gage Ave, Bell CA, PTLAHS was able to focus on improving their fiscal health and maintain a balance budget. To be more specific, the school has shown a surplus every year of operation after year 2, proving that the current financial operations are sustainable. Details of financial performance by year are as follows:

Fiscal Year End	Annual Surplus/ (Deficit)	Cumulative Fund Balance
16-17	\$ (331,283)	\$ (331,283)
17-18	\$ (548,432)	\$ (879,715)
18-19	\$ 389,923	\$ (489,792)
19-20	\$ 66,766	\$ (423,026)
20-21 per Interim*	\$ 149,013	\$ (274,013)
20-21 After PPP Foregiveness*	\$ 407,784	\$ 133,771

*NOTE: The 1st interim report as submitted did not reflect the forgiveness of the PPP loan. However, after October 31, 2020, the school has met all requirements under the program and is anticipating full forgiveness.

As of the first interim report, PTLAH reported a projected negative ending fund balance of \$274K as of June 30, 2021, however, that balance does not include the anticipate forgiveness of the Payroll Protection Program (PPP) proceeds. As noted above, PLTAH has met the requirements for PPP forgiveness and is expecting full forgiveness of \$1.48M for the overall organization. The amount related to PTLAH is approximately \$407K which will be recognized as contribution resulting in a positive ending fund balance of \$166K and reducing the 2.34 debt ratio to 0.94. The school will be fiscally solvent at that time.

The findings also note a negative net asset balance of \$952K as of October 31, 2020. The year-to-date balance is based on the industry standard, modified accrual basis of accounting. That means revenue has only been reflected if received but expenses incurred have been included. Due to the delayed timing of receipt of funds from LCFF, Lottery, SB740, Special Education, during the year, a significant amount of revenue will be recognized as earned during the year end close, when full accrual accounting is used for reporting. As such, pointing to the net asset balance mid-year reflects a gross misconception of the school financial operations. The projected net assets as of June 30, 2021, after recognition of the PPP forgiveness, reflects the accurate financial condition of the school.

We hope the above responses satisfy CDE concerns. PTLAHS will continue monitoring expenses to maintain a healthy financial condition while dedicating more time on the needs of local families that are looking for a school with the best college entrance percentages and a great college-going culture. The current plan is to focus on increasing student enrollment which will aid in improving PTLAHS financial health moving forward.

If you have any questions, please contact me by email at x.reyes@altaps.org



Xavier Reyes,
CEO Alta Public Schools

**CDE letter dated March 22, 2021:
Follow Up to Alta Public Schools' Response to the
30-Day Notice Pursuant to California Education Code
Section 47607(e)**

**CALIFORNIA DEPARTMENT
OF EDUCATION****TONY THURMOND**
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

March 22, 2021

Gregg Tanner, Board Chairperson
Xavier Reyes, Chief Executive Officer
Alta Public Schools
2410 Broadway Avenue
Walnut Park, CA 90255

Victor Aguirre, Administrator
Prepa Tec Los Angeles High
4210 East Gage Street
Bell, CA 90201

Dear Mr. Tanner, Mr. Reyes, and Mr. Aguirre:

Subject: California Department of Education's Follow Up to Alta Public Schools'
Response to the 30-Day Notice Pursuant to California *Education Code* Section
47607(e)

On March 5, 2021, the California Department of Education (CDE) sent Prepa Tec Los Angeles High (PTLAH) a 30-day notice, pursuant to California *Education Code* Section 47607(e), informing PTLAH of its finding that the school is demonstrably unlikely to successfully implement the program set forth in its petition due to substantial fiscal factors. In this notice, the CDE requested a written response, including a proposed corrective action plan, from PTLAH by 5 p.m. on Monday, April 5, 2021.

On March 9, 2021, PTLAH provided a response to the 30-day notice to the CDE. The CDE has reviewed PTLAH's response and finds it to be incomplete. Specifically, in regards to the Opportunity to Cure and Corrective Actions section of the initial 30-day notice, the CDE has not received the following:

- A Board-approved Fiscal Corrective Action Plan (FCAP) that addresses each of the noted observations with specific explanations, actions, and timeframes for improving PTLAH's financial condition
- The PTLAH Board agenda with an action item for approval of the FCAP, submitted 72 hours in advance of the associated meeting
- The PTLAH Board-approved minutes, submitted within 30 days of the associated meeting

The CDE requests the items listed above from PTLAH by **5 p.m. on Monday, April 5, 2021**. All documentation must be submitted via email to sbeoversight@cde.ca.gov.

If you have any questions or would like additional information regarding this notice, please contact the Charter Schools Division via email at sbeoversight@cde.ca.gov via phone at 916-322-6029.

Sincerely,

/s/

Stephanie Farland, Director
Charter Schools Division

SF:ds

cc: Brooks Allen, Executive Director, California State Board of Education
Lisa Constancio, Deputy Superintendent, Operations and Administration Branch,
California Department of Education

Sent via Email to the Following:

g.tanner@altaps.org

x.reyes@altaps.org

v.aguirre.hs@prepatec.org